SUPREME COURT OF THE UNITED STATES.

No. 233.

JOSEPH NOCK, APPELLANT,

vs.

THE UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

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1 In the Court of Claims.

Amended petition.

CITY OF PHILADELPHIA, *State of Pennsylvania, ss:*

JOSEPH NOCK
vs.
THE UNITED STATES.

To the honorable the judges of the Court of Claims of the United States of America:

The petition of Joseph Nock respectfully represents that he has a claim against the government of the United States, first, for damages arising from a breach of contract; second, the infringement of his patent by the United States; of the nature of which said first-named claim, and of the action of Congress and the departments upon the same, the following is a full statement:

On the 21st August, 1839, (preliminary to his contract,) he received an order from the Post Office Department for the manufacture of 200 locks and 600 keys of his own patent, for the mail service, which order was fulfilled, paid for, and closed in December, 1839. Whilst said order was pending he received a formal and permanent appointment as manufacturer of mail locks for the Post Office Department, viz:

Appointment as manufacturer for the Post Office Department.

POST OFFICE DEPARTMENT, *November* 18, 1839.

SIR: You are hereby authorized to make mail locks for the Post Office Department, according to the patterns furnished by you, at the following prices, viz: the iron lock at one dollar each; keys for the iron lock at fifteen cents each; the brass lock at one dollar and thirty-five cents each; keys for the brass lock at twenty cents each.

Orders will be given for the quantities wanted from time to time, to be paid for on delivery at the department. You will please fill the order already given with all convenient dispatch.

Very respectfully, your obedient servant,

AMOS KENDALL.

Mr. JOSEPH NOCK, *Philadelphia.*

On the 16th January, 1840, he received a further and final order for 1,050 locks and 750 keys. No other order for the manufacture of locks was ever given to him by the Post Office Department. This order was not
2 fully supplied, paid for, and closed until the month of June, 1840, but was also *given* preliminary to either of his subsequent contracts.

Meantime the department, satisfied of the great value of his invention and the excellence of his workmanship, and with a view to secure a monopoly of the same for the mail service, entered into a formal contract with him, in *hæc verba:*

First contract.

I, Joseph Nock, in consideration of being employed by the Postmaster General to make mail locks and keys for the United States, at one dollar for the iron lock, and fifteen cents for the key to said lock, and at one dollar thirty-five cents for the brass lock and twenty cents for the key to said lock, to be made upon the principle of my improved locks and keys, as shown by patent bearing date the sixteenth day of July last, do, for the purpose of securing the United States in the exclusive right to use the said locks and keys for the safety of the mail, hereby assign and make over to the United

States all my rights, privileges, and powers as patentee, in the patent aforesaid, in reference to the improvement therein mentioned and described, upon condition, nevertheless, that I, the said Nock, by myself or my agents authorized by me, shall be at liberty to manufacture locks and keys, upon the principle of said patent, for all other purposes, and to sell and dispose of the same: *Provided*, That no lock or key so manufactured, and no part of any such lock or key, shall correspond in size with the mail locks which have been or may be adopted by the Postmaster General, or be so made as to be capable of being used in the construction of the said mail locks or in opening them; and upon the further condition that if the Postmaster General should cease to employ the said Nock, at the prices aforesaid, as the exclusive manufacturer of mail locks and keys for the United States, then this assignment shall be null and void, and all the rights, privileges, and powers hereby conveyed to the United States shall revert to me, thesaid Nock, to be enjoyed, exercised, and disposed of as if this assignment had never been made.

In testimony whereof, I have hereunto set my hand and seal this seventh day of March, one thousand eight hundred and forty.

JOSEPH NOCK. [SEAL.]

In presence of—
WM. H. DUNDAS.
N. HALTER.

The object of this assignment and covenant is transparent, the same obviously being to protect the mail service from depredations by preventing its locks and keys from getting into general use. In the further prosecution of this policy, the petitioner was solicited to remove his factories to the city of Washington, in order that they might be aloof from those intrusions to which they were thought to be incident elsewhere. This solicitation was complied with. His other business in Philadelphia was broken up and abandoned, at a loss of $5,000; and during the summer of 1840 the petitioner's factories at Washington were completed on a large scale, and at an expense of
3 about $14,000, to which place he also removed, with his family, machinery, tools, and workmen.

After the fulfillment of the said last order in June, his factories being then complete, and upon the verbal and unofficial assurances of Colonel Coleman, Third Assistant Postmaster General, "that they wanted them," the petitioner proceeded to manufacture a large supply of locks and keys, amounting to about 1,200; whereupon, being encumbered by their number, he applied to the department, in September, for an order for them; an order was refused; nor were said locks and keys ever received or paid for; whereby he suffered damage to the amount of $600.

On the 26th of May, 1840, the Hon. Amos. Kendall resigned his office, whereupon its duties fell into the hands of clerks until the subsequent appointment of Mr. Niles. Mr. Granger succeeded Mr. Niles, on the 4th of March, 1841, and was followed by Mr. Wickliffe, in the month of ———, in the same year.

Machinations were begun in the month of August, 1840, by subaltern clerks in the department, having for their object the repudiation of the petitioner's contract, and its transfer to third persons; as a justification for which proceeding it was alleged that his locks were not good, that they could be jarred open, &c. He replied, "that if the department wanted a lock that would not jar open, they should have said so; that an extra spring inserted in his lock would fully subserve that purpose; he could insert it if they wished; but that the obligation of his contract was to supply locks pursuant to the model of his patent, which model had been decided upon,

not by himself, but by the department, as an appropriate lock for the mail service." Upon this, he was required to enter into a second contract, securing the same by sureties in the amount of $10,000. His factories, men, and capital had long been standing idle, and although he had, in every particular, fulfilled the several obligations of his first contract, and was both willing and able to execute the same, he could obtain no orders under it, nor was he ever permitted in any way to carry it into operation. His second contract, into which the first was thus merged, was as follows:

Second contract.

Know all men by these presents that we, Joseph Nock and , are held and firmly bound in the sum of ten thousand dollars, to which payment, well and truly to be made and done, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed and dated this twenty-eighth day of October, 1840.

The condition of the above obligation is such that, whereas the above bounden Joseph Nock, by letters patent bearing date the 16th day of July, 1839, has secured to himself the exclusive right of making and manufacturing locks upon a principle of his own invention; and whereas the Postmaster General of the United States has adopted the lock constructed upon the principle aforesaid, for the use of the mail service within the United States of America:

Now, if the said Joseph shall well and faithfully manufacture locks
4 upon the principle aforesaid, and keys adapted to the same, and according to the pattern and form of those already made and delivered by him to the General Post Office; and if the said Joseph shall further make the said locks with good and sufficient springs, each to be furnished with a good back or extra spring, and make and finish both the internal and external structure of said locks and keys in a substantial, neat, and workmanlike manner; and if the said Joseph shall further punctually and faithfully deliver, to the proper officer at the General Post Office, locks and keys in such numbers and of such descriptions as may be ordered from time to time by the Postmaster General, or either of his assistants—provided, however, that the number so ordered does not exceed one thousand locks and two thousand keys per calender month—then the above obligation to be void; otherwise, to remain in full force and virtue.

JOSEPH NOCK. [SEAL.]
WM. EASBY. [SEAL.]

Witness: DAN. COLEMAN.

The petitioner alleges that he was able and willing to execute said second contract in all its provisions, and frequently solicited permission so to do, but that he never received orders under the same, nor was he in any other wise permitted to carry the same into execution. On the contrary thereof, within five days of its date, to wit, on the 3d day of November, 1840, said contract was declared suspended by said department until the succeeding 4th of March, 1841, (no reason for said suspension being given to him,) and was held suspended, notwithstanding his written protest against said suspension, or his reiterated appeals for permission to carry said contract into effect,) until the 21st of December, 1841, upon which day it was finally annulled, as appear by the following letter:

Annulment of the contract.

POST OFFICE DEPARTMENT, *December* 20, 1841.

I have examined the case of Mr. Nock, looked into the contract, seen the

locks furnished tested, and am satisfied they are not good and in accordance with the contract. All that have been delivered have been paid for by Postmaster General Kendall, about two thousand in number, and are now in the department useless, and a loss to the government.

I find that the Postmaster General Kendall, who made this contract with Mr. Nock, annulled or arrested it because of the defect in the locks, and refused to recognize the obligation of the department to receive locks if made by the contractor who had imposed upon the department worthless locks. I will not revive the contract, or consent to pay for locks hereafter manufactured under it.

The inspection office will cause to be made known to Mr. Nock this my final decision.

C. A. WICKLIFFE, *Postmaster General.*

The petitioner, by his surety, Mr. Easby, sent to the department a
5 written protest as aforesaid, against the said suspension of his contract, but without effect. The petitioner further alleges that said department, more than a year before said annulment, had determined to rescind and repudiate his contract, to wit, at or about the date of its said suspension, as will appear by the following letter of the Third Assistant Postmaster General, written to the party who supplanted the petitioner in said contract.

Virtual annulment of the contract, more than a year anterior to its announcement to Mr. Nock.

POST OFFICE DEPARTMENT, *Inspection Office, Nov.* 12, 1840.

Solomon Andrews, Esq., Perth Amboy, New Jersey:

SIR: Your letter, with the three padlocks, has been received. The department declines at present putting any new mail locks in operation. The old mail locks will be yet continued in use.

D. C.

That notwithstanding the said violation of his contract, he was kept uninformed of the fact, and was even flattered for a year or more, with assurances that said suspension was only temporary, and that he should be permitted to go on. That in consequence of this delay, and of the prolonged concealment of said breach of his contract, he was involved in irremediable bankruptcy and imprisonment, and his factories, machinery, implements, tools, and household furniture were sold under execution.

And the petitioner further avers that whilst from the unlawful breach of his contract as aforesaid, the said government is amenable to him in damages; equal in amount to the profits he would have realized from said contract in case the same had been faithfully kept; that furthermore, inasmuch as the said breach was actually determined upon and consummated on or before said 12th day of November, A. D. 1840, and was unlawfully, tortiously, and injuriously kept concealed from him until the 20th day of December, A. D. 1841, as aforesaid, whereby he suffered other various and heavy damages; that said goverment was a wrongdoer in said concealment, and is further amenable to him in damages for said several additional wrong and injuries.

And the petitioner avers that whereas, by the terms of his first contract, as expressed in the assignment of his letters patent to said government, he was entitled, in the event of said government "ceasing to employ him as exclusive manufacturer of mail locks and keys for the United States," to a reversion of the rights thereby conveyed; yet the said government repeatedly refused and still refuses to reassign said interest in said letters patent to the petitioner, although often requested so to do. And whereas, in order to

raise money for the better performance of said contract on his part, he hypothecated his remaining interest in said patent, (over and above the interest in the same assigned to the government as aforesaid,) yet the said government, well knowing the premises, not only determined to violate and repudiate said contract in manner aforesaid, but after said determination, tor-
6 tiously and wrongfully kept the same concealed from the petitioner as aforesaid, whereby he was rendered incapable of redeeming said patent from said hypothecation, and the same became totally and forever lost, to his further and very great damage.

And the petitioner further avers that before and at the time of his said contracts with the government, his commercial standing and credit were unexceptionably good, and his business prosperous, (said facts constituting the inducing reason of his being selected as contractor by said government,) yet the said government, not only having determined as aforesaid to violate and unlawfully rescind his said contract, but intending furthermore to oppress, impoverish, and totally ruin him, concealed said breach of his contract from him for a period of more than a year in manner aforesaid, whereby his entire estate was sold under execution, he himself arrested and *and* imprisoned for debt, and brought into public scandal, infamy, and disgrace among his neighbors, business connections, and the public, and was most unjustly suspected and believed to have been guilty of frauds upon said government, in consequence whereof he suffered great damage, not only in his estate, but in his business credit and reputation, so as to have remained from that time, to wit, during the long term of fifteen years, altogether incapacitated from re-establishing himself in business, to his further and very great damage.

And the petitioner further avers that whereas each and every stipulation by him to be performed under either of his said contracts was faithfully performed by him; and whereas the breach of said contracts was the unlawful act of said government; and whereas his appeals to Congress for redress have consumed the greater portion of his time and all of his resources for the last fourteen years in vain—in the prosecution of which appeals he declares that he was compelled to sell a farm in the State of Ohio, and otherwise to encumber himself heavily with debts; and whereas he has obtained no redress from Congress, not from the lack of just or equitable merit in his claim, nor from the lack of sufficiency in his testimony, (all the essential parts of which are from the records of said department,) but chiefly from the negligence and insufficient capacity of those charged with the investigation of so voluminous a case; and whereas said delays of justice and said incessant expense are only an aggravation of the original wrongs and injuries of which he complains as aforesaid: Therefore he says that from said delay of justice he has suffered other and further grievous damage.

Such is the character of the petitioner's claim. It has been acted upon by the Post Office Department, by Solicitors of the Treasury, and by Congress, as follows:

Action of the Post Office Department.

I. By the annulling letter aforesaid of Postmaster General Wickliffe.

II. By the voluntary and argumentative letter of Postmaster General Wickliffe, of September 7, 1843, to Solicitor Penrose, reiterating the tenor of the foregoing. (Vide Daniell's Rep., H. R., 29th Cong., 1st sess., No. 377, "G.")

7 III. By the letter of Postmaster General Cave Johnson, February 2, 1846, to Mr. Daniell, approving said annulling letter of Mr. Wickliffe. (Vide Daniell's Rep., ib. "H.")

Action of Solicitors of the Treasury.

I. Report of Solicitor C. B. Penrose, adjudging both the law and the facts in favor of Mr. Nock, pursuant to a resolution of the House of Representatives of February 28, 1843, and awarding him damages to the amount of $7,473 74, upon an imperfect examination of the facts, as submitted by the Post Office Department through Henry Johnson, inspector. (Vide Vance's Rep., H. R., 28th Cong., 1st sess., No. 493.)

II. Report of Solicitor George F. Comstock, (pursuant to a resolution of the Senate, of June 22, 1852,) reviewing the whole case de novo, adjudging both the law and the facts in favor of Mr. Nock, reporting that his contract was broken by the department "without the shadow of a justification." (Rep., p. 23,) and awarding him damages upon a part of the case to the amount of $21,340 25, with interest, and leaving the other points of the case to the decision of Congress. (Vide Sen. Ex. Doc., No. 8, 32d Cong., 2d sess.)

Action of Congress.

The action of Congress upon said claim is as follows:

I. H. R. Rep. No. 290, 27th Congress, 3d session.
II. H. R. Rep. No. 393, 28th Congress, 1st session.
III. H. R. Rep. No. 377, 29th Congress, 1st session.
IV. Resolution of the Senate, 1st session, 32d Congress, 1852.
V. Resolution of the Senate, 1st session, 32d Congress, June 22, 1852.
VI. Senate Rep. No. 411, 3d Congress, 2d session.
VII. Senate Rep. No. 232, 23d Congress, 1st session.
VIII. Resolution H. R. 33d Congress, 2d session, referring said claim, (then before the Committee of Post Offices and Post Roads,) together with all other unfinished business, to the Court of Claims, viz:

I. Said H. R. Report No. 290, &c., decided both the law and the facts in favor of the petitioner, and was accompanied by a resolution, which passed the House, referring the case for examination to Solicitor Penrose, as aforesaid.

II. Said H. R. Report No. 493 is accompanied with the report of said Solicitor Penrose, and by a bill pursuant to the same, appropriating seven thousand four hundred and seventy-three dollars and seventy-four cents to the petitioner, which said bill was not acted upon.

III. Said H. R. Report No. 377 is adverse to said claim, and is accompanied by a resolution "That the prayer of Joseph Nock be rejected," which said resolution was not acted upon. Said report alleges that the above recited letter of Postmaster General Kendall, dated November 18, 1849, appointing him manufacturer for the department, constituted the whole contract,
8 and that the petitioner's assignment, as also his bond, were left out of consideration by the committee as immaterial and unnecessary, the same not going to enlarge or strengthen the obligations of the parties thereto. (Vide Daniell's Rep., pp. 7 and 8.)

IV. Said Senate resolution was offered by inadvertence, the petitioner being delayed by poverty from submitting his testimony early during the session; the same was not acted upon, but was reconsidered and replaced by the resolution following.

V. Said Senate resolution of June 22, 1852, referred said claim to the Solicitor of the Treasury for a thorough revision; *prout* same, herewith sent, pursuant to which Mr. Comstock reported as above stated.

VI. Said Senate Report No. 411 is favorable to the petitioner, and is accompanied by bill No. 625, appropriating twenty-one thousand nine hun-

dred and forty dollars, with interest from November 12, A. D. 1845. No action was had upon the same.

VII. Said Senate Report No 232 accompanies bill No. 349, appropriating to the petitioner the sum found by Solicitor Penrose, $7,473 74. Said report conflicts both with the law and the facts of the case; with the facts, in dating both the petitioner's contracts in November, 1839, and in taking the estimates of Solicitor Penrose as correct, instead of those of Solicitor Comstock. It conflicts with the law, in reducing the amount of damage found to be due the petitioner by Solicitor Comstock upon a portion of said claim to less than one fourth of said amount, without setting forth a sufficient reason for so doing.

VIII. Said claim was before the House Committee of Post Offices and Post Roads when the law creating said Court of Claims was passed, and was referred with other unfinished business to said court, by said resolution.

The said petitioner further says that during the continuance of his patent the Post Office Department after having refused to fullfill their contract with him, knowingly and willingly made a contract with other persons, especially with one Henry C. Jones, of Newark, New Jersey, to supply mail locks to the department, which were made precisely like those which had been manufactured by the petitioner under his patent, and furnished under his contract with the Post Office Department, and were, and were known to be, an infringement of the patent of your petitioner, to the department. And although the officers of the department well knew that the locks so furnished by said Jones, under his said contract, were made in violation of said patent, and were identical in principle and construction with the locks of said Nock; and although they knew that the said locks were falsely stamped as "H. C. Jones's patent," and that the said locks were made and stamped by said Jones not only in violation of the rights of said petitioner, but of the penal law of the United States, they knowingly used the same, so stamped, and are now using the same in the mail service of the United States. And your petitioner claims not only that these facts should enhance the damages to your petitioner, for the breach of contract with him by the government, but that this infringement of his patent, in vindication of law, constitutes a distinct claim for damages, and which he asks may be considered by this honorable court. Your petitioner is, from his own knowledge, unable to state the extent to which the locks of your petitioner, under a contract with said Jones and others, have been used by the department. From the testimony which he now furnishes it will now appear that the number was very large, and he respectfully asks that a call be made on the Post Office Department for such facts on this subject as may be within the knowledge of the officers of that department.

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The petitioner would further represent that although the said Post Office Department had claimed to annul and set aside said contract, and pretended to disavow all right to use said patent under and by virtue of the same, the Postmaster General made contracts with other persons to furnish locks for the use of the department, and especially with H. C. Jones, in the year 1851. The said Jones proceeded to manufacture locks for the use of the department, precisely of the same kind that had been manufactured by the petitioner under his patent, copying and adopting as his own the patent locks of the petitioner, and unlawfully putting his own stamp on the same, as the patentee. And, not satisfied with this open and public violation of the patent of your petitioner, by the direction of the officers of the Post Office Department having the matter in charge, he, the said Jones, was directed also to place on the locks manufactured by him for the department, an improvement of the petitioner, introduced to prevent the locks from jamming open. The Post Office Department has continued, since the time of

the said contract with said Jones, to receive the locks for all the mail bags in the United States, from the said Jones, under the said contract, well knowing that the lock so furnished by said Jones, and stamped by his name as his own patent, were not his invention, but were constructed entirely after the model of the patent lock of your petitioner, which had been previously used by the department. These unlawful, wrongful acts of the officers of the Post Office Department have resulted to the petitioner in the total loss of his patent. The refusal to fulfill the contract with your petitioner, the refusal to receive the locks as worthless, the slanderous statements as to the value of the locks of your petitioner, and then adopting the same locks in a contract with another person, the joining in a conspiracy by which locks constructed in violation of the "patent" of the petitioner were stamped with the name and as the patent of another person, in violation of law, and other wrongful acts of the officers of the Post Office Department, have deprived the petitioner of the active use and value of his patent. The damages arising from these acts are shown by the testimony in this cause, and the amount claimed, therefore, by your petitioner, as mentioned in the first petition and this amendment, are as follows, viz:

The several items of damage, taken from the first petition, and also from the new depositions taken before a commissioner of the Court of Claims, at Philadelphia, on the 2d day of January, 1860, by the deputy solictor, Mr. McPherson, and also at New York:

I. From said refusal of the government to receive and pay for the said twelve hundred locks, made, as aforesaid; under his first contract, he suffered damage to the amount of six hundred dollars..... $600 00

II. From the unlawful annulment of his second contract, as aforesaid, he suffered damage equal to amount to the value of said contract [*prout* Solictor Comstock's report on the same] amounting to twenty-two thousand one hundred and seventy-nine dollars and fifteen cents..... 22,179 15

III. From said concealment of the breach of his contract, whereby his entire estate was seized and sold under execution, and he was prevented from redeeming said interest in his letters patent, hypothecated as aforesaid; and furthermore, from said refusal of the government to reassign to him said remaining interest in said letters patent, whereby his whole estate therein was lost, he suffered further damage equal to the value of said letters patent, for the term of fourteen years from the 16th day of July, 1839, till the 16th day of July, 1853, amounting to three hundred thousand dollars, [*prout* testimony of] 300,000 00

IV. From the loss of the first letters patent, patent on the 10th day of October, 1838, and which is proven to have been of a value exceeding twenty thousand dollars..... 20,000 00

V. From the failure to obtain an extension on the patent assigned to the United States, for which the legal fee of $40 had been paid in due time, and all other legal steps taken on his part, and the proper notice had also been published by the Commissioner of Patents before the 16th day of July, 1853, (the date of the expiration of said letters patent.) And moreover,

on the 17th of February, 1852, (the same year,) a report and bill had been reported by the Hon. Mr. Foot, from the Committee on Post Offices and Post Roads, in the Senate of the United States, in which report it was stated that the petitioner is equitably entitled to the renewal of both letters patent for a term of fourteen years from the 16th of July, 1853, at which period they expire. And also in the following year, April 24, 1854, another bill was reported by the same committee as above, but by Senator Brodhead. Said bill provided "that these letters patent shall be renewed to the said Joseph Nock, and extended for his benefit, for the term of fourteen years from the passage of this act."

11 Also, two other similar bills and reports were made in the House of Represetatives, July 19, 1856, and were lost too, like those before.

Now, therefore, in consideration of the great value of these letters patent, at the World's Fair, at New York, in 1853, a company of gentlemen, (convinced of the merit and value of these letters patent, as well as the committee of the exhibition,) in the year 1854, after the fair was over, organized a company for the purpose of introducing these letters patent for the public benefit in general, upon the strength of the extension reported from the said several committees of the Senate of the United States.

Said company offered a liberal price for said letters patent, (which would have given immediate relief,) as will be shown by the evidence taken before the commissioner of the Court of Claims, Mr. Devereux, at New York, in February, 1859, in presence of deputy solicitor, Mr. McPherson. Said price offered by that company was two hundred thousand dollars, but, inasmuch as the policy of the government was opposed to an extension, because of the action of the Post Office Department in 1851, viz: by giving out the same contract upon which this large and long-standing claim is based (since 1840) to the same man who, in 1840 and 1841, was one the competitors against me, and against Dr. Solomon Andrews, but who, in 1851, was the favorite among forty applicants, and made a contract to furnish his patent, and in 1854 it was discovered that he made Joseph Nock's patent instead of his own; therefore, no extension could or would be granted. The offer, therefore, of said company shall be the amount of damage..... $200,000 00

VI. From the various and constant expenses incident to the prolonged prosecution of said claim, from the sacrifice of his wife's farm in Ohio, and from the various pains and labor [*prout* his bill of costs] laid out and expended in this behalf, he says, that through said delay and failure of justice, he has suffered further damage to the amount of about three thousand dollars..... 3,000 00

VII. From the loss by the infringement of the said letters

patent, through and by the order of a special agent from the Post Office Department, (Henry Johnson,) during four or five days staying by the present contractor for the way-mail locks, Henry C. Jones, of
12 Newark, New Jersey, and giving instructions to the workmen to make the escapement-tumblers of Joseph Nock's patent, instead of Jones's patent, in the mail locks constructed by Jones, whereby forty thousand mail locks were made before the 16th day of July, 1853, and are in use this present day in the mail service of the United States, as will be shown per contract from the department. The contractor insisted in a settlement of said infringement that he was bound to make said escapement-tumblers by the order of the agent, and that there was no liability on his part, and therefore a compromise was concluded by an agent for Joseph Nock, as will be seen in the contractor's affidavit; the claimant has not realized satisfactory damages from said compromise, and claims, therefore, further damages to the amount of fifty thousand dollars. $50,000 00

595,779 15

VIII. From his said bankruptcy, imprisonment, and consequent loss of mercantile credit, whereby he was prevented from re-establishing himself in business, the petitioner claims further damage equal to the amount of interest on the value of said contract, to be computed from said 12th day of November, 1845, as per Senate report of February 17, 1853, the same being the day upon which the unlawful violation of said contract was consummated, by being announced, as aforesaid, to his successor.

The petitioner further says that he is the sole owner of said claim, subject, however, to his contracts for commissions with his counsel for their services in prosecuting said claim before the Court of Claims.

JOSEPH NOCK.

Sworn to and subscribed this 6th day of March, 1860, before me.

EDM. F. BROWN,
Commissioner of the Court of Claims.

13 In the Court of Claims.

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15 In the Court of Claims.

JOSEPH NOCK *vs.* THE UNITED STATES. } No. 37.

And now, January 18th, 1864, the petitioner, by leave of the court, amends his petition by adding thereto the following averments:

That your petitioner has, since the filing of his amended petition on the 6th March, A. D. 1860, made assignments of an interest in his said claim to the persons and at the times hereafter mentioned, to wit:

On the 6th day of March, A. D. 1860, to Thomas J. Clayton, of the city of Washington, patent agent, of ten per cent. of the amount that may be recovered.

On the 10th day of March, A. D. 1860, to Henry Johnson, of the said city, of ten per cent. of the amount that may be recovered.

On the 1st day of April, A. D. 1862, to Charles H. Graham, of the city of Philadelphia, merchant, of the sum of five thousand dollars.

And on the 1st day of May, A. D. 1862, to his present counsel, F. Carroll Brewster and Walter J. Budd, both of the city of Philadelphia, of ten per cent. each of the amount that may be recovered.

That your petitioner and the several persons above named, to whom the said assignments have been made, have at all times borne true allegiance to the United States, and that neither he nor the said persons above named have in any way voluntarily aided, abetted, or given encouragement to rebellion against the government.

JOSEPH NOCK.

DISTRICT OF COLUMBIA, *City of Washington, ss:*

Joseph Nock, being duly sworn, says that no assignment nor transfer of his said claim, nor any part thereof, nor any interest therein has been made, except as in his said petition, as amended, is stated; that he is justly entitled to the amount claimed from the United States, after allowing all just credits and offsets; and that the facts as set forth in his said petition, as amended, are just and true.

JOSEPH NOCK.

Sworn and subscribed before me this 18th day of January, A. D. 1864.

SAM'L H. HUNTINGTON,
Chief Clerk Court of Claims.

16 *Evidence for claimant.*

No. 1.

PHILADELPHIA, *March* 24, 1837.

Amos Kendall, Esq., Postmaster General, Washington:

YOUR HONOR: When I had the honor last week to call upon you I was aware of the important object which reclaimed your attention; I therefore thought it proper to retire without troubling you any longer with respect to the communication to which you had the kindness to listen. Having since seen Mr. Hassler, architect, and Dr. Thomas Jones, of your city, I have given to these gentlemen every explanation referring to the mechanical works, on account of which I have been recommended to your honor, namely, to the locks I have fabricated for the use of the custom-house of this place. I would therefore humbly request of you to inquire about this matter, or ratherto confer about it with the above-mentioned gentlemen, who undoubtedly are qualified to give you full satisfaction in everything you may be desirous of getting information. I would also remark that with reference to the new mails which are intended I shall feel myself highly favored to be allowed, by the fabrication of suitable locks, to contribute to the security which is necessary and required for the new vehicles.

I am, with the highest respect, your honor's most obedient servant,

JOSEPH NOCK,
No. 40 *Walnut street, Philadelphia.*

Shall we decline his application, which is to be engaged to make locks for the department of a new construction?

Decline. S. R. H.

August 5.

No. 2.

Colonel Page's certificate, when he was postmaster in Philadelphia.

The bearer, Mr. Joseph Nock, is a very ingenious mechanic, of the city of Philadelphia, where he has resided for several years past, and is highly re-

spected by all to whom he is known. He has invented a new and improved lock, which, in my opinion, merits attention and deserves patronage. I therefore recommend him and his invention to notice.

JAMES PAGE, *Postmaster, Philadelphia.*

September 19, 1838.

17 No. 3, (A.)

Prices of mail locks, made of brass or composition, with patent escape tumblers.

Large sizes, with 4 escape tumblers, 1 catch below					$2 00
Do.	3	do.	do.		1 87½
Do.†	2	do.	do.		1 75
Small sizes, with 4 escape tumblers, 1 catch below					1 50
Do.	3	do.	do.		1 40
Do.†	2	do.	do.		1 30
Large keys of brass or composition, with 4 escape tumblers, fitted					25
Do.		do.	3	do.	23
Do.†		do.	2	do.	20
Small keys of brass or composition, with 4 escape tumblers, fitted					20
Do.		do.	3	do.	18
Do.†		do.	2	do.	16

Prices of mail locks made of malleable iron.

Large sizes, with 4 escape tumblers, 1 catch below					$1 75
Do.	3	do.	do.		1 62
Do.†	2	do.	do.		1 50
Small sizes, with 4 escape tumblers, 1 catch below					1 40
Do.	3	do.	do.		1 30
Do.†	2	do.	do.		1 20
Large keys of malleable iron, with 4 escape tumblers, fitted					24
Do.		do.	3	do.	22
Do.†		do.	2	do.	20
Small keys of malleable iron, with 4 escape tumblers, fitted					20
Do.		do.	3	do.	18
Do.†		do.	2	do.	16

Presented by— JOSEPH NOCK,

Of Philadelphia, Pa., North Third Street, No. 157.

Washington, April 3, 1839.

Jos. Nock's statement of the prices of his patent mail locks.

The enclosed is a statement of the prices of "mail locks, made of brass or composition, with patent escape tumblers," "mail locks made of malleable iron," and of the keys to each of the same, submitted to the dept. by Joseph Nock, Philadelphia, Pa., the patentee.

No. 4.

Deposition of H. L. Johnson, taken February 26th, 1863, before N. Callan, commissioner.

First general interrogation by the commissioner. Please state your name, your occupation, your age, your place of residence the past year, whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

†Large keys, $0 20.
†Small keys, $0 15.

†Brass lock, $1 35, present price.
†Iron lock, $1 00, present price.

Answer. My name is Henry L. Johnson. I am a clerk in the Post Office Department. My age is forty. For the last year I have resided in
18 the city of Washington, D. C. I have no interest, direct or indirect, in the claim under examination, and I am in no way related to Mr. Nock.

Second interrogatory by same. In whose handwriting is the endorsement on the paper handed you marked A?

Answer. So much of the same I read as follows is in my handwriting: "Joseph Nock—statement of the prices of his patent mail lock, Pa. Endorsed is a statement of the prices of 'mail locks made of brass or composition with patent escape tumblers,' 'mail locks made of malleable iron' and of the keys to each of the same, submitted to the department by Joseph Nock, of Philadelphia, Pa., the patentee.

Third interrogation by same. In whose handwriting are written the following words on the margin of paper, endorsed in paper marked A, first "large keys, 20 cents; small keys, 15 cents; brass lock, $1 35, present price; iron lock, 1 00, present price?"

Answer. I believe they are in the handwriting of Amos Kendall.

Fourth interrogatory. Can you now identify the particular locks upon which you experimented before you gave your testimony in behalf of the United States in the year 1860? If not, state the reasons why.

Answer. I cannot, for the reason that those locks with all the others of Mr. Nock's locks were removed subsequently (some time in the year 1861) from my room in the office where they were kept, to the cellar of the building, and in the course of their removal were so mixed that I could no more separate them in such a manner as to distinguish the particular locks tried by me from those which I did not try.

Second interrogation by the commissioner. Do you know any other matter relative to the claim in question?

Answer. Nothing.

H. L. JOHNSON.

No. 5.

The United States of America to all to whom these letters patent shall come:

Whereas Joseph Nock, of Philadelphia, Pennsylvania, has alleged that he has invented a new and useful improvement in padlocks and other locks, which he states has not been known or used before his application; has made oath that he is a citizen of the United States, that he does verily believe that he is the original and first inventor or discoverer of the said improvement, and that the same hath not, to the best of his knowledge and belief, been previously known or used; has paid into the treasury of the United States the sum of thirty dollars, and presented a petition to the Commissioner of Patents signifying a desire of obtaining an exclusive prop-
19 erty in the said improvement, and praying that a patent may be granted for that purpose:

These are, therefore, to grant according to law to the said Joseph Nock, his heirs, administrators, or assigns, for the term of fourteen years from the sixteenth day of July, one thousand eight hundred and thirty-nine, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used the said improvement, a description of which is given in the words of the said Joseph Nock in the schedule hereunto annexed, and is made a part of these presents.

In testimony whereof, I have caused these letters to be made patent, and the seal of the Patent Office has been hereunto affixed. Given under my hand, at the city of Washington, this sixteenth day of July, in the year of

our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States of America the sixty-fourth.

JOHN FORSYTH, *Secretary of State.*

Countersigned and sealed with the seal of the Patent Office.

[SEAL.] HENRY L. ELLSWORTH,
Commissioner of Patents.

The schedule referred to in these letters patent and making part of the same.

To all whom it may concern:

Be it known that I, Joseph Nock, of the city of Philadelphia, in the State of Pennsylvania, have invented a new and improved mode of constructing padlocks and locks of all other kinds, by which improvement they are secured against the danger of being picked or opened by means of a false key, and also against that of being opened by means of a blow given either by accident or design, and by which the bolt or catch of ordinary padlocks are frequently started and the lock opened; and I do hereby declare that the following is a full and exact description thereof:

Figs. 1 and 2 in the accompanying drawing show the interior of the lock, the front or key-hole plate being removed for that purpose. In constructing my padlock or locks of other kinds I employ what I denominate *escapement* tumblers, which are in place in Fig. 2, but in Fig. 1 are removed for the purpose of distinctly showing the catch *a*, which, when the lock is closed, holds the bow *b* of the padlock on its inner side. This catch is shown separately at Fig. 3. The upper end, *c* of this catch falls into a recess made in the bow *b*, as shown by the dotted lines, Fig. 2. On a pin, *d*, I place two or more tumblers, as shown at *e*, Fig. 2, and at *e* and *f*, Figs. 4 and 5. Upon each of these tumblers, whatever may be their number, I form two catches or hooks, *g* and *h*, and on the end of the bow *b* I make two corresponding projections, upon which the respective hooks on the tumblers may catch, as shown in the drawing. The space between the hooks on the tumblers is just sufficient for the escape of the bow, and it is necessary, therefore, to the opening of the lock that these tumblers should be held by the key in the precise situation to admit thereof; a spring, *i i*, bears upon the tumblers, and also upon the catch or catches, being slit or divided, so as to act separately on each, so as to keep them in place when they are not acted on by the key. To arrest the key when the catch is disengaged by it, and the tumblers all brought to a proper position, there is a stump or pin, *j*, which prevents its turning further, and allows the bow to be withdrawn. The key, *l*, must, of course, be so formed as to correspond with that of the catch or catches, and of the tumblers; and it will be perceived that the slightest deviation in this respect will effectually prevent the opening of the locks; and it may be confidently asserted that the workman by whom it was made would not be able to adapt a new key to it without taking the lock apart, and as the bow, when the lock is closed, is held on one side by the catch or catches and on the opposite side by the tumblers, they cannot be both disengaged by a blow, but the lock must be opened by the proper key. In Fig. 6 is shown the adaptation of the same principle to the trunk or desk locks, the plate *b* having the catch *k* attached to it being substituted for the bow *b* in Fig. 2.

What I claim as my invention and desire to secure by letters patent is the employment both in padlocks and locks of other descriptions of what I have denominated escapement tumblers, constructed and operating in the manner set forth; and I also claim, in combination with such tumblers, the employment of a catch or catches which shall hold the bow of the lock

when the same is closed on the side opposite to that on which it is held by the hooks or catches of the tumblers; the whole being constructed and operating substantially as herein described and made known.

JOSEPH NOCK.

Witnesses: C. H. WILTBERGER.
LINTON THORN.

No. 6.

Mr. H. Johnson:

As soon as Mr. Kendall returns, a case is to be made and brought up for employing Joseph Nock, of Philadelphia, to make locks and keys at the present price, to wit: Small lock, $1 00; small key, 15; large lock, $1 35; large key, 20. Fifty to be with the brass face.

Mr. Nock is told that he may commence making so as to get a supply ready of two hundred locks and three times as many keys by 1st of October, if he can.

August 21st, 1839. S. R. H.

Mail locks.

Major Hobbie instructs to make up a *case* for employing Joseph Nock, of Philadelphia, Pa., to manufacture mail bag locks for the use of the department.

20½ No. 7.

PHILADELPHIA, *October the* 31*st*, 1839.

To the Honorable Amos Kendall, Postmaster General:

MOST HONORED SIR: I take the liberty to address you these lines, begging you to let me know where I shall deliver the order which I have already in hands, namely, 150 small locks and 50 brass locks, 450 small sized keys and 150 large ones, which will all be ready in about three weeks. As I suppose that a number of them might probably be sent to northern parts of the United States, you may think proper that I deliver them to the postmaster of Philadelphia, or directly to Washington.

I wished also to be as soon as possible in the possession of the second order, as it will take four till five weeks until I will get it from the foundery, as it takes also two weeks for neeling.

As I have resolved to stay here this winter, I shall be able to furnish some thousands, and make all necessary preparations, wishing only to know how many I have to make per quarter or by the year.

I wished also to know, most honored sir, whether it were not possible to get a small sum in advance, $500 or $600, in order to meet the present heavy expenses, so that I may not be compelled to borrow money, which I could not get now under 14 or 15 per cent. I conversed with Mr. Ford about it, asking him whether he found it advisable to ask you this favor; he replied I might do it, telling me at the same time that, if required, he will be with pleasure my security for the fulfilment of my contract at the appointed time.

I spoke to the cashier of the Washington Bank, Mr. Adams, but he said he could not do it for the present time, but assured me he would do it after New Year.

I could go on with vigor and energy if it were possible to grant me that favor.

In begging of you, most honored sir, to accept the assurance of my highest respect, I have the honor to be your most obedient servant,

JOSEPH NOCK.

November 4th, 1839. Mail locks and keys.

Joseph Nock, of Philadelphia, Pa., writes to the department asking to be instructed where he shall deliver 50 brass-face locks, 150 large keys, 150 iron locks, and 450 small keys, which he states is the amount of an order he has received from the department to furnish said locks and keys, and that they will be ready in about three weeks; he also states he will be prepared to furnish some thousands this winter, and solicits a second order, and an advance of five or six hundred dollars to enable him to put his manufactory in full operation, and names a Mr. Ford as his security for the fulfilment of his contract. (See letter book, page 533.)

No. 8.

21 PHILADELPHIA, *November 9th*, 1839.

To Amos Kendall, Esq., Postmaster General:

MOST HONORED SIR: I would not importune you for an answer to my letter of the 30th ultimo, in regard to a contract for making the locks for the Post Office Department under your control, but that the foundry at which I get my castings done contemplates ceasing its operations in a very few weeks, and I am anxious they should do my work before they close, as it is the best foundry of that kind in the United States. In begging of you to be honored with an answer by the return of the mail, I have the honor to be your most obedient servant,

JOSEPH NOCK, *No.* 157 *North Third street.*

Mr. H. Johnson, let me see you about this now. S. R. H.

No. 9.

POST OFFICE DEPARTMENT, *November* 18*th*, 1839.

Mr. Joseph Nock, Philadelphia:

SIR: You are authorized to make mail locks for the Post Office Department according to the patterns furnished by you at the following prices, viz: The iron locks at one dollar each; keys for the iron lock at fifteen cents each; the brass lock at one dollar and thirty-five cents each; keys for the brass lock at twenty cents.

Orders will be given for the quantities wanted from time to time, to be paid for on delivery at the department.

You will please fill the order already given with all convenient dispatch.

Very respectfully, your obedient servant,

(Signed) AMOS KENDALL.

No. 10.

POST OFFICE DEPARTMENT, *Contract Office, November* 22*d*, 1839.

Mr. Joseph Nock, Philadelphia, Pa.:

SIR: It is desirable to have the keys of the new locks so made that they will also fit the old locks. Can you so alter them as to make the small key fit the iron lock (small) both old and new, and the large keys to fit the large locks both old and new? Please write me if this can be done.

Respectfully, your obedient servant,

(Signed) S. R. HOBBIE,

1*st Assistant Postmaster General.*

22 No. 11.

PHILADELPHIA, *November 25th*, 1839.

To Major S. R. Hobbie, First Assistant P. M. G.:

HONORED SIR: I just received your letter from the 22d ult. and hasten to answer it. I refer you in the first place to Mr. H. Johnson, as what regards the small keys, &c.; as for the brass locks, there is no possibility to make any use of the others: new ones must be made for them.

Mr. Johnson, I presume, will have shown you the lock and the whole explanation before you receive this letter, assuring you that it would have afforded me much pleasure if it had been in my power to do as you wished.

No. 12.

POST OFFICE DEPARTMENT, *Contract Office, December* 6, 1839.

Mr. Joseph Nock, Philadelphia, Pa.:

SIR: The department gives up the plan of having the small locks altered so as to fit the old key now in use. You will be governed by the engagement and directions contained in the letters of the 18th of November last, and prepare new locks and keys throughout, as there required.

Respectfully, your obd't serv't,

(Signed) S. R. HOBBIE,
First Assistant Postmaster General.

No. 13.

Post Office Department to Joseph Nock Dr.

1839.

Dec. 30th.	To fifty brass-faced mail locks, at $1 35 each.....	$67 50
	To one hundred and fifty large keys, at 20 cents each...	30 00
	To one hundred and fifty iron mail locks, at $1 00 each.	150 00
	To four hundred and fifty keys for iron locks, at fifteen cents each.....	67 00
		315 00

No. 932. Joseph Nock, present. Mail locks and keys, $315 00.

AUDITOR'S OFFICE, *December 30th*, 1839.

Examined. D. SAUNDERS.

23 The within account for mail locks and keys is correct as stated. The locks and keys are this day delivered to Post Office Depatrment. December 30th, 1839.

H JOHNSON, *Clerk.*

Correct.

S. R. HOBBIE.

December 30, 1839.
Fourth quarter, 1839.

No. 14.

POST OFFICE DEPARTMENT, *Contract Office, January* 15, 1840.

Mr. Joseph Nock, Philadelphia, Pa.:

SIR: You are authorized to manufacture for the use of this department one thousand and fifty iron mail locks, seven hundred and fifty small keys

of the same description and price of those you have already furnished, and forward the same to this office with all convenient dispatch.

I am, respectfully, your obedient servant,

J. R. HOBBIE, *First Ass't P. M. General.*

No. 15.

An agreement made this fourteenth day of February, 1840, *between Thomas W. Pairo, of Washington City, and Joseph Nock, of Philadelphia.*

The said Pairo agrees to rent unto the said Nock the south half of his stone warehouse, in square 9 of said city of Washington, including the two lowest or most southern cellars, for the term of two years, and for the yearly rent of two hundred and fifty dollars, payable quarter yearly; and the said Pairo further agrees that the said Nock shall have the privilege to purchase the said half part of said warehouse at any time within the said two years, for the sum of five thousand dollars, and that in this case of purchase the said Nock shall be entitled to one half of the wharf belonging to said stone house, and to one half of the vacant ground on the south side of the stone building belonging to said premises. Possession to be given any time this or next month, and the rent to begin on the first of April next.

Witness our hands and seals.

THOMAS W. PAIRO. [SEAL.]
JOSEPH NOCK. [SEAL.]

Witness: S. E. SCOTT.

Received 14th of February, 1840, to be recorded, and the same day was recorded in Liber W. B. No. 78, folio 56, one of the land records for
24 Washington County and District of Columbia, and examined by—

W. BRENT, *Clerk.*

No. 16.

CANAL OFFICE, *Washington, March* 5, 1840.

Mr. Joseph Nock:

SIR: The president and directors of the Chesapeake and Ohio Canal Company have agreed to accept your offer of fifty dollars per annum, for the use of the surplus water of the basin at Rock Creek for the term of twenty years, but with the condition that you shall not use water whenever it shall be required for any of the purposes of the company connected with the navigation of the basin or canal, and also that the company shall not be liable for any damages if they shall deprive you of the use of the surplus water, or of any part of it, by a change of the plan of the works of the company.

I loan to you a copy of the terms and conditions adopted by the board for the letting of water power, which it is understood will govern in your case so far as they may be applicable.

Respectfully, your obedient servant,

JOHN P. INGLE, *Clerk Ohio Canal Co.*

No. 17.

Deposition of John P. Ingle, taken before N. Callan, commissioner, &c., December 18, 1862.

First general interrogatory by the commissioner. Please state your name, your occupation, your age, your place of residence the past year, whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether or what degree you are related to him.

Answer. My name is John P. Ingle. I am president of the Franklin In-

surance Company; in my seventy-first year of my age, and have resided in the city of Washington the last sixty-two years. I have no interest, directly or indirectly, in this claim. I am no way related to the claimant.

First interrogatory by solicitor for claimant. What office did you hold in the Chesapeake and Ohio Canal Company in the year 1840?

Answer. I was in the year 1840 the clerk of the Chespeake and Ohio Canal Company.

25 Second interrogatory. Did the Chesapeake and Ohio Canal Company agree to lease to Joseph Nock the surplus water of their basin at Rock Creek? If aye, upon what terms, and how long?

Answer. Yes; for the term of twenty years, at fifty dollars per annum. This letter (letter produced from the office of the Court of Claims, endorsed No. 10 in red ink) is in my handwriting, and states the terms and conditions upon which the canal company agreed to lease the water.

Third. Did Mr. Nock make any provisions to use the water, and did he use it?

Answer. I believe he did make provisions to use the water. I do not know that he did use the water. In the year 1844 the canal company declared the lease forfeited. I know of nothing else in relation to this claim.

JOHN P. INGLE.

Sworn and subscribed to before me this 18th day of December, A. D. 1862.

N. CALLAN, *Commissioner.*

No. 18.

Deposition of William M. Ellis, taken December 19, 1862, before N. Callan, commissioner, &c.

First general interrogatory by the commissioner. Please state your name, your occupation, your age, your place of residence the past year, whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is William M. Ellis; I am an engineer and machinist; I am fifty-four years of age; I have resided in the city of Washington, D. C., nearly all my lifetime; I have not the slightest interest in this claim, and I am not in any way related to the claimant.

First interrogatory by solicitor of claimant. Did you ever examine Mr. Nock's factory in this city? If so, when?

Answer. I did so, in the beginning of the year 1842.

Second interrogatory. Did you ever make an estimate of the probable cost of fitting up Mr. Nock's factory? If so, what did it cost?

Answer. I did make the estimate of its cost. It cost some four thousand five hundred dollars.

Third interrogatory. Was it completely fitted up?

26 Answer. Yes; I consider it was. What I saw was well arranged, and appeared to be well adapted for the purposes for which it was to be used. It was not adapted for heavy work.

Fourth interrogatory. Are you or are you not acquainted with the costs of constructing and putting up machinery?

Answer. I have been for many years engaged in estimating the cost of putting up machinery and its construction, and was so engaged in making the examination of Mr. Nock's factory.

Fifth interrogatory. What was the occasion of your making the examination?

Answer. I made the examination at the request of Mr. Nock, to be used before a committee of Congress.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If so, state it.

Answer. I have testified all I know on this subject.

WM. M. ELLIS.

Sworn and subscribed before me.

N. CALLAN, *Commissioner.*

No. 19.

DISTRICT OF COLUMBIA, *Washington County:*

Articles of agreement between Hannah and Harriet Wilson, of the city of Washington, of the one part, and Joseph Nock, of the said city, of the other part, witnesseth, that the parties of the first part agree to rent or let to the said Joseph Nock the two-story brick house near the canal basin, with the appurtenances, (but excluding from this agreement to rent the frame tenement and the lot, or part lot, attached to it or occupied thereby,) on the following terms and conditions, viz:

The said Joseph Nock shall occupy and have the use of the said two-story brick house for the term of three years from the date of this instrument, provided he shall pay monthly at the rate of seventy dollars a year, and put repairs on the said house to the amount of $150 00, it being fully understood that the repairs are to be made on the property for the benefit of it, and at the exclusive cost and expense of the said Nock; and the party of the second part agrees to rent the property on the terms and conditions stated, and with the understanding that he makes the repairs to the amount stated in consideration of the low rent. It is further agreed between the parties that if the said Nock should make any additional improvements on the property, over and beyond the amount of $150, he shall, if he desire, at the end of three years have the right to withdraw or take away the same, pro-
27 vided, however, that the property shall in no manner be damaged or injured thereby.

In testimony whereof, the parties severally sign this agreement in duplicate.

The correction in the orthography of the name, so as to read "Nock," made before signing.

Witness: WILLIAM ARCHER.

N. B.—No objection will be made if it is required to remove the one tree off the corner, and the rents begin at the first day of March, 1840.

HARRIET WILSON.
HANNAH WILSON.
JOSEPH NOCK.

Washington, March 8, 1840.

No. 20.

I, Joseph Nock, in consideration of being employed by the Postmaster General to make mail locks and keys for the United States, at one dollar for the iron lock, and fifteen cents for the key to said lock, and at one dollar thirty-five cents for the brass lock, and twenty cents for the key to said lock, to be made upon the principle of my improved locks and keys, as shown by patent bearing date the sixteenth day of July last, do, for the purpose of securing the United States in the exclusive right to use the said locks and keys for the safety of the mails, hereby assign and make over to the United States all my rights, privileges, and power as patentee in the patent aforesaid, in reference to the improvement therein mentioned and described; upon condition, nevertheless, that I, the said Nock, by myself, or

agents authorized by me, shall be at liberty to manufacture locks and keys upon the principle of said patent for all other purposes, and to sell and dispose of the same, provided that no lock or key so manufactured, and no part of any such lock or key shall correspond in size with the mail locks which have been or may be adopted by the Postmaster General, or be so made as to be capable of being used in the construction of the said mail locks, or in opening them; and upon further condition, that if the Postmaster General should cease to employ the said Nock, at the prices aforesaid, as the exclusive manufacturer of mail locks and keys for the United States, then this assignment shall be null and void, and all the rights, privileges, and powers hereby conveyed to the United States shall revert to me, the said Nock, to be enjoyed, exercised, and disposed of as if this assignment had never been made.

In testimony whereof, I have hereunto set my hand and seal this seventh day of March, one thousand eight hundred and forty.

JOSEPH NOCK.

In presence of—
W. H. DUNDAS.
N. HALTER.

28 PATENT OFFICE.

Received and recorded, Liber E, page 97, of transfers of patent rights, March 9, 1840.

In testimony whereof, I have caused the seal of the Patent Office to be hereunto affixed.

H. L. ELLSWORTH, *Commissioner of Patents.*

I certify that the foregoing is a true copy of an original paper in the possession of the Post Office Department, and sets forth truly an agreement made by me with Mr. Nock for the manufacture of mail locks and keys.

AMOS KENDALL.

Post Office Department, March 10, 1840.

No. 21.

POST OFFICE DEPARTMENT, *Contract Office, April* 1, 1840.

Sent to the Auditor of the Treasury for the Post Office Department, Washington Lewis's account, $2,108 50, for mail locks and keys furnished the department, which account was settled in full.

Referred as per date and settled.

H. J., *Clerk.*

I certify that the accompanying papers, Nos. 1 and 52, inclusive, are true copies from the original letter book of the Post Office Department.

WM. A. ROMERS.

No. 22.

PHILADELPHIA, 20*th April*, 1840.

The Post Office Department to Joseph Nock Dr.

To 450 iron mail locks, at $1 each.....	$450 00
To 50 brass-face mail locks, $1 35 each.....	67 50
	517 50

Received payment in full.

JOSEPH NOCK.

The within account, $517 50, for mail locks is correct. The locks are received at the department.

H. JOHNSON, *Clerk.*

April 21, 1840.

29 No. 23.

The Post Office Department to Joseph Nock Dr.

1840.		
July 3.	To 600 iron mail locks, at $1 each	$600 00
7.	To 740 small keys, at 15 cents each	111 00
8.	To 10 small keys, at 15 cents each	1 50
		712 50

Received payment.

JOSEPH NOCK.

Washington, July 8, 1840.

No. 1,057. Joseph Nock, present. Mail locks and keys, $712 50.

AUDITOR'S OFFICE, *July* 9, 1840.

Examined.

D. SAUNDERS.

Third quarter, 1840. The within account, $712 50, for mail locks and keys, is correct, all of which has been received.

DAN. COLEMAN.

Referred to Auditor July 8, 1840.

No. 24.

Deposition of William H. Burdine, taken December 18, 1862, before N. Callan, commissioner, &c.

First general interrogatory by the commissioner. Please state your name, your occupation, your age, your place of residence the past year, whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether, and in what degree, you are related to the claimant.

Answer. My name is William H. Burdine; my occupation is a machinist; my age is forty-nine; for the last year Washington City has been my place of residence; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and am in no way related to the claimant.

First interrogatory by solicitor of claimant. Did you ever work for Mr. Nock in Washington? and when and on what work?

Answer. I did work for Mr. Nock in Washington, in the year eighteen hundred and forty, on mail locks. His factory was on the canal near Georgetown, in Pairo building.

Second interrogatory. You helped to fit up the factory, did you not?

Answer. I did.

Third interrogatory. What did it cost Mr. Nock to put up the factory?

Answer. The fitting up the factory must have cost between four
30 and five thousand dollars, not counting the tools necessary for making the locks. He had to dig a race from the canal to the building, and a tail-race from the building to the river, and a large water-wheel and other machinery to carry on the work.

Fourth interrogatory. How many men had he employed in making the locks?

Answer. There were two rooms. In the room in which I was there were five men employed. The laborers there were Bremlacher, Keeling, Dumbert, and myself. I think there was one more in my room, whose name I do not recollect; we were employed in making the locks. In the other room there were four men employed; their names were Spalding, Boteler, Waley, and Selvey. These men were also employed in making the locks. The laborers were engaged in buffing and grinding.

Fifth interrogatory. How many locks could the factory turn out in a month?

Answer. About fifteen hundred when everything was right and in good order. I worked for Washington Lewis before I commenced to work for Mr. Nock. In Mr. Lewis's factory all the work was done by hand. He had seven hands employed, and we turned out one thousand locks per month, I suppose. We could have turned more locks by water power than by hand work.

Sixth interrogatory. What was the character of work done by Mr. Nock for the Post Office Department?

Answer. It was generally good, and like all new, there were difficulties to overcome to make it perfect as we wished to have it. Mr. Nock was particular in having his work done well. Once I had erred, through a mistake, and he reprehended me for it.

Seventh interrogatory. What kind of tools had he prepared to make the locks for the Post Office Department?

Answer. He had gauges for making all parts of the locks. The gauges here exhibited are similar to the ones we used. I cannot say I worked with these gauges. He had drills for drilling the key-holes. The whole key was made by machinery, except the filing and polishing. The cost for making the lock was fifty cents each to the workmen. These locks are the old mail locks; the brass faced were made by Mr. Boteler; the iron faced ones were made by Mr. Lewis. These three locks were made by Andrews for the mail service.

(The solicitor of the United States objects to the introduction of any evidence respecting Andrews's locks.)

The guages are wrapped in a bundle and marked "A, No. 6." The old mail locks are wrapped in a bundle marked "B, No. 6," and the locks of Andrews are wrapped in a separate bundle and marked "C, No. 6."

Eighth interrogatory. Did Mr. Nock, while you were in his employ, receive any orders from the Post Office Department to repair the old mail locks?

Answer. He received the first order, and did not wish to do it, because he had not time. He did not wish to leave his new work. I insisted on his taking the order, and I repaired the locks for him.

31 Ninth interrogatory. Can you fix the time you went to work for him first, and when you left?

Answer. I went to work for him first about the month of May, A. D. 1840, to help to fit up the water-wheel. I did the blacksmith work. I went to work for him in the factory to make locks about the month of June following. I left him the month of November following.

Tenth interrogatory. Look at this letter, (marked "B, No. 66," produced from the records in this case.) Do you recognize it? If aye, state under what circumstances it was written and the source from whence the information was derived which caused you to write it or have it written.

Answer. I know something about the letter. It was gotten up under the impulse of the moment. I learned at the Post Office Department, it may have been in the inspection office, that Mr. Nock had injured me as a locksmith. I was soliciting orders for repairing locks at that time. I was induced by pretended friends to sustain my character as a workman, and also

to injure Mr. Nock, as I supposed the department were willing to catch at straws. I did not suppose that the department would put such a stress upon the letter as to injure Mr. Nock materially. I did it under the heat of passion. I am now sorry that it was written, and now repudiate it The letter was written by Thomas Donn at my request.

Eleventh interrogatory. Did you after writing the letter receive any work from the Post Office Department?

Answer. I think I did on several occasions, for repairing the old locks.

Cross-examined by the solicitor of the United States.

First interrogatory. Was the factory engaged in making locks all the time from June to November, in the year 1840?

Answer. I think they were so engaged all the time

Second interrogatory. How many locks do you think were made during that time?

Answer. I do not know.

Third interrogatory. Were all the hands you have mentioned regularly employed during that time in making locks?

Answer. All except one, who was employed in keeping tools in order.

Fourth interrogatory. Do you think the factory turned out five hundred locks a month?

Answer. I do.

Fifth interrogatory. Do you think the factory turned out eight hundred locks per month?

Answer. I won't say.

Sixth interrogatory. Did you make any of the locks with the extra springs?

Answer. I put in some springs to locks I had previously made. I had to open the locks to put in the springs.

Seventh interrogatory. How many locks were so fixed?

Answer. I think there might be several hundred.

32 Eighth interrogatory. When was this done?

Answer. I think about August.

Ninth interrogatory. What was done with those locks?

Answer. I do not know; they went out of the shop.

Tenth interrogatory. Did the locks come from the post office?

Answer. I think so; they might have been part of the locks in the shop.

Eleventh interrogatory. Could you put in the spring without opening the lock?

Answer. No; according to my judgment. It was talked of among the hands, but never tried. I did not, nor did any one else to my knowledge.

Twelfth interrogatory. In the letter marked "B, No. 66," which has been shown you, it is stated, in substance, that a portion of Mr. Nock's lock work was deficient. Is that true or not?

Answer. I cannot now call to mind that there were any deficiency in the locks.

Thirteenth interrogatory. You state in that letter that his patterns were bad, and no two pattern keys in his shop were alike to make locks by. Is that true or not?

Answer. When each hand came to test his locks by the keys there seemed to be a deficiency or want of accuracy, probably in the making of the lock. The least variation in workmen might produce the difficulty with the key. These minor difficulties may take place in all new established manufactories.

Re-examination by the counsel of the claimant.

First interrogatory. When the inaccuracies were pointed out to Mr. Nock what did he do, if anything, to remedy them?

Answer. He went about to correct the difficulty by his test guages.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I wish to say that I was absent from the factory in the month of September, repairing locks for the Post Office Department, and have nothing further to say.

W. H. BURDINE.

Sworn and subscribed before me this 18th day of December, A. D. 1862.

N. CALLAN, *Commissioner.*

A.—*Letter referred to in Burdine's testimony.*

WASHINGTON CITY, *September 18th*, 1841.

SIR: Having understood that Joseph Nock has, for the purpose of exciting the sympathies of the department in his behalf, been representing that the undersigned had combined together when in his employ, to drive him from the contract of making locks by doing the work in an unworkmanlike
33 manner, thereby causing the odium of making bad work to revert on him, we pronounce the assertions as untrue. For the work we done for him we received his receipt for, which pronounced the work as good and well done, although in the first place he told us to make the work good, and afterwards to make it in any way, that anything would do. He frequently found fault with us for taking too much pains with the work.

We will further inform you why his work or a portion of it was so deficient, and in doing so we hope to prove to you that Joseph Nock is not worthy to be entrusted with a contract for making locks for mail bags. In the first place his patterns were bad, and no two pattern keys in his shop alike to make locks by, and the majority of his workmen consisted of shoemakers, nail-makers, blacksmiths, and men of no trade at all, doing the most difficult and intricate part of lockmaking, and his wife and clerk was employed in trying and deciding on the quality of the locks.

Having been employed for many years in making locks for the department, we confidently appeal to work done in former years by Messrs. Boteler & Lewis, and recently by repairs done, for our standing in the line of our profession.

In conclusion, we will state we should not have interfered in this matter, but for the purpose of wresting our characters from an odium endeavored to be fastened on us by one himself unworthy of all confidence, and who if he should again get the contract will never come near fulfilling it.

We are prepared to prove every assertion here made, and will do so by notifying us your desire on the subject.

We remain, respectfully, your obedient servants,

JNO. HODGSON.
WM. H. BURDINE.

Hon. J. S. SKINNER, *Third Assistant Postmaster General.*

No. 25.

The deposition of Samuel Byington, taken at the request of T. G. Clayton, esq., counsel for the claimant, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* United States.

First general interrogatory by the commissioner. Please to state your name your occupation, your age, your place of residence the past year; whether

you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is Samuel Byington; my occupation, superintendent of the District armory; my age is fifty-six years; my residence the past year, Washington City. I have no interest, direct or indirect, in the claim
34 which is the subject of inquiry, and am in no degree related to the claimant.

First interrogatory by the counsel for the claimant. Do you know anything of the locks furnished for the United States Post Office Department by Joseph Nock? If so, state what you know of the lock, and of its introduction into the department.

Answer. When Mr. Penrose was Solicitor of the Treasury in 1843, he called upon me and Mr. Fisher, another master armorer at the Washington Arsenal, to examine Mr. Nock's mail lock with a view to ascertain the cost of making such; and we reported that with the advantages of the machinery of Mr. Nock, and also the very ingenious manner in which the casting of said lock was made, they could be made for thirty-seven and a half cents each, in a good and workmanlike manner. I know nothing of its introduction into the department, except from hearsay.

Second interrogatory. Have you ever examined the lock of Nock furnished the government for the mail service, and paid for by said department, sufficiently to give an opinion of the merits of the said lock?

Answer. At that time I made a comparative examination, and pronounced it better than the lock then in use, very much better.

Third interrogatory. Do you regard the lock now shown you, made by Mr. Nock, a safe lock; and do you regard it as easily picked; and could any but an expert at lock-picking pick it fifteen times in a minute?

(The deputy solicitor admits the lock shown to witness to be a sample of Nock's mail lock.)

Answer. Comparatively speaking, in comparison with the locks then in use, I do consider it a safe lock, and do not think it could be easily picked. I think none but an expert could pick it fifteen times in a minute. When a person has once picked a lock, he can then pick it as often as he could unlock it with a regular key; I mean padlocks.

Cross-examination by the deputy solicitor.

First cross-interrogatory. Was the lock with which you compared Nock's lock in the manner related in your second answer, the old sheet-iron lock then used in the United States mail service, and so described in your affidavit before Mr. Penrose?

Answer. It was.

Second cross-interrogatory. Do you know whether the lock exhibited to you as Nock's lock, and which you compared with the old sheet-iron lock, was the lock which Mr. Nock had made for the department?

Answer. I believe it was.

Third cross-interrogatory. Did the thirty-seven and a half cents which you estimated as the cost of making Nock's lock include wear and tear of machinery, interest of capital, and all other expenses whatsoever?

Answer. I do not recollect.

Second general interrogatory by the commissioner. Do you know of
35 any other matter relative to the claim in question? If you do, state it.

Answer. I do not recollect anything.

SAM'L BYINGTON.

Sworn to and subscribed before me this twelfth day of December, 1860.

EDM. F. BROWN, *Commissioner.*

No. 26.

Deposition of Richard B. Bridget, taken December 19th, 1862, before N. Callan, commissioner.

First general interrogatory by the commissioner. Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree are you related to the claimant.

Answer. My name is Rich'd B. Bridget; I am a coachsmith; in the fiftieth year of my age; I reside in the city of Washington, and have resided there for the last thirty years. I have no interest, direct or indirect, in this claim, and no way related to the claimant.

First interrogatory by solicitor of claimant. Did you work for Mr. Nock in making mail locks in this city, and when and how long?

Answer. I did work for Mr. Nock in this city, in making mail locks. I commenced in the month of February, 1841, and continued until the month of March; in all, about five weeks.

Second interrogatory. In what work were you engaged, and what wages did you receive?

Answer. My work was to grind down the pins, and to ream out the key-holes and fit it to the key; the locks came to the shop in castings, and I reamed out the holes for the pins to fasten the lock together and ground down the pins; there were ten pins on the lock, including the pin for the key. This was the work I was engaged in when I first entered the factory; afterwards I was engaged in filing and fitting the shackel of the lock and filing the edges of the lock; for the reaming and filing the locks I was to receive five cents for each lock, for filing and fitting the shackel I was to receive two cents additional. I did not finish or put the locks together.

Third interrogatory. Was this the kind of tool used in filing the shackel of the lock? (One of the gauges produced from the package marked "A, N. C." was handed to the witness.)

Answer. Yes; this is the kind of tool I used for that purpose.

Cross-examined by the solicitor of the United States.

First interrogatory. What was done with the locks made while you were employed by Mr. Nock?

Answer. I cannot say what was done with them. I know nothing about them.

36 Second interrogatory. Did the factory appear to be pretty full of work?

Answer. All the hands employed while I was there appeared to have plenty of work.

Third interrogatory. Were any locks completed while you were there?

Answer. The impression on my mind is that locks were completed while I was engaged at work there. It has been so long time since that I cannot recollect particularly.

Fourth interrogatory. Do you remember that at that time Mr. Nock had an order from the Post Office Department he was going on to fill?

Answer. I have no knowledge of that fact.

Fifth interrogatory. How came you to be employed there? did Mr. Nock come to you or did you go to Mr. Nock?

Answer. I went to Mr. Nock.

Sixth interrogatory. Did you at any time hear that Mr. Nock wanted hands?

Answer. I heard Mr. Nock wanted hands, and I went to him to get employment.

Seventh interrogatory. Did Mr. Nock take on any other hands at that time?

Answer. My brother followed me, who was also employed by Mr. Nock about the same time. I do not recollect any other.

Eighth interrogatory. Please find some estimate as to the number of men employed in the factory.

Answer. There were some eight or nine hands employed. I think that the statement made by me in 1843, stating eight to be the number, is correct; these were in Mr. Nock's room. There were others employed in making the locks in the room of Mr. Spalding.

Re-examined by counsel for claimant.

Interrogatory. What profession was your brother at that time?

Answer. We were both workers in iron.

Interrogatory. Will you please state, if you can recollect, the character and kind of machinery in the factory, and whether it was complete for the purpose of manufacturing locks.

Answer. When I went there the water power was used; there was a grindstone, a polishing machine, drums and belts, lathes, vices and tools, small forge for dressing and making tools. Altogether, I thought it was very complete for the purpose of fitting up locks. The castings were made in New York. All the tools used were of the best quality.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? And if you do, state it.

Answer. My impression and belief at the time was that if Mr. Nock had been allowed to have gone on, it was a good thing; there was money in the job or contract.

R. B. BRIDGET.

Sworn and subscribed before me.

N. CALLAN, *Commissioner.*

37 No. 27.

The deposition of Philip Boteler, taken at the request of T. G. Clayton, esq., counsel for the claimant, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is Philip Boteler; my occupation, in the livery stable business; my age is fifty three years; my residence the past year, Washington City; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and am in no degree related to the claimant.

First interrogatory by the counsel for the claimant. Are you a locksmith by trade, and have you served a regular apprenticeship at said business?

Answer. I am a locksmith by trade, and I served an apprenticeship of six years at said business.

Second interrogatory. Have you ever been employed by Joseph Nock to make locks for the Post Office Department? If so, state when, where, and how long you were thus employed.

Answer. I was employed by Joseph Nock to make locks for the Post Office Department; I do not recollect the year, but it was when the Post Office

Department was kept in the buildings now occupied as Willards' Hotel. I worked at the stone warehouse in the first ward about five or six months, for Messrs. Nock and Spalding.

Third interrogatory. Have you ever made locks for any other person in this city except Messrs. Nock and Spalding? If so, for whom?

Answer. I made locks for Mr. John D. Boteler, a brother of mine, and Mr. Washington Lewis.

Fourth interrogatory. Was Mr. Nock particular in trying his locks at the factory before carrying them to the department?

Answer. He was, always, and cast off them that did not suit him.

Fifth interrogatory. Did you regard yourself competent to judge of the manufacture of a lock, whether it was well or badly made?

Answer. I did, sir.

Sixth interrogatory. Did you regard those locks which Mr. Nock took to the department, with which you are acquainted, as well made locks?

Answer. Yes, sir.

Seventh interrogatory. Were you ever present at the department when Nock's locks were tested? If so, state how they were tested.

Answer. I was present at the department when some of Mr. Nock's locks made by me, and for which I got paid, were tested. They put a strap
38 through the shackle, and drew them up and struck them with a billet of wood while the lock was on the mail bag, and they did not succeed in opening any of them.

Eighth interrogatory. Did you ever see any of the locks made by Mr. Nock previous to his giving bond?

Answer. I do not recollect. I do not know what time the bond was given.

Ninth interrogatory. Did Colonel Coleman ever come to Mr. Nock's establishment while you were at work for him? If so, state what was said by him in reference to the locks.

Answer. Colonel Coleman came there in my presence and told Mr. Nock to make locks as fast as they could, as they were in want of them.

Tenth interrogatory. How many men had Nock engaged at that time in making locks?

Answer. Four.

Eleventh interrogatory. Had those locks of which you speak as being tested by the department, extra springs?

Answer. Yes, sir.

Twelfth interrogatory. Have you ever seen any of the locks without extra springs tested?

Answer No, sir.

Thirteenth interrogatory. Do you believe that the lock without the extra spring could be picked fifteen times in a minute by a man who did not understand the construction of the lock?

Answer. No, sir.

Fourteenth interrogatory. Do you not regard Nock's lock without the extra spring a safe lock, and one difficult to pick?

Answer. I do regard it a safe lock, and one difficult to pick.

Fifteenth interrogatory. Have you seen the mail lock of H. C. Jones in use on the United States mail?

Answer. Not to my knowledge.

Sixteenth interrogatory. Do you regard the lock now shown you a safer and better lock than Nock's lock with the extra spring; and do you think it would be likely to yield to blows given as those described by you to the Nock lock as soon or sooner than Nock's lock?

(The deputy solicitor admits the lock now shown the witness to be one of H. C. Jones's locks.)

Answer. I do not regard it a safer and better lock than Nock's lock with the extra spring. I think it would yield to blows sooner than Nock's lock with the extra spring.

Seventeenth interrogatory. How many blows were given to the locks you mention as having seen tested?

Answer. Some of them about eight or nine, and some less.

Eighteenth interrogatory. From your knowledge of what it cost to make the Nock locks, and the profits on said locks paid him by the department, and the quantity required by the department for the mail service, would
39 not the contract with the government have enabled Nock to have made a very large amount out of said contract during the time that they held his patent?

Answer. He certainly would have made money.

Cross-examination by the deputy solicitor.

First cross-interrogatory. In your printed affidavit you state that you commenced work about the last of August, 1840. Was that the time that you commenced, and were you first employed by Mr. Nock or by Mr. Spalding?

Answer. That was about the time I commenced, I think. I was first employed by Mr. Nock.

Second cross-interrogatory. Did you make any locks with extra springs, for Mr. Nock?

Answer. I do not think I did.

Third cross-interrogatory. How many locks of your make, with extra springs, were delivered to the department?

Answer. I cannot recollect at present.

Fourth cross-interrogatory. Did Mr. Nock see and approve any of the locks that you made, and which were accepted by the department, before they were delivered?

Answer. Yes, sir.

Fifth cross-interrogatory. Did he see and approve those which you made for Spalding?

Answer. He did.

Sixth cross-interrogatory. Were the locks which you made for Spalding, with extra springs, accepted by the department?

Answer. I did not go with them, and therefore cannot say. They were taken to the department, but whether by Mr. Spalding or by Mr. Nock I do not recollect.

Seventh cross-interrogatory. What became of the locks that were made by you without extra springs?

Answer. I do not know.

Eighth cross-interrogatory. How many locks with extra springs did you yourself deliver at the department?

Answer. About fifty.

Ninth cross-interrogatory. Did you ever try to pick any of Mr. Nock's locks?

Answer. I did not.

Tenth cross-interrogatory. Did you ever try whether they could be jarred open?

Answer. Yes, sir; I have tried it.

Eleventh cross-interrogatory. Did you try those without the extra springs?

Answer. No, sir; I do not recollect having done so.

Twelfth cross-interrogatory. How long have you been out of business as a locksmith?

Answer. Between sixteen and seventeen years.

Thirteenth cross-interrogatory. In what relation did Mr. Spalding stand to

Mr. Nock, that you were employed by Mr. Spalding to make locks under Mr. Nock's contract?

Answer. Mr. Spalding was sub-contractor.

40 Fourteenth cross-interrogatory. How many of the locks which you took to the department were tested by Mr. Johnson in the manner you have described?

Answer. I suppose some eight or nine. I do not know that Mr. Johnson tested them himself, but he was present and participated in it, and was satisfied they could not be opened.

Direct examination resumed.

Nineteenth interrogatory. Had you any knowledge, at that time, of Mr. Easby becoming bondsman for Mr. Nock to the department?

Answer. I had.

Twentieth interrogatory. Do you know from whom Spalding received the order to make the 144 locks made by him?

Answer. From Mr. Easby.

Cross-examination resumed.

Fifteenth cross-interrogatory. Did Mr. Easby say that he had a request or order from the department for those locks?

Answer. I do not know, only what I heard Mr. Spalding say.

Sixteenth cross-interrogatory. Was Mr. Nock present when Mr. Easby spoke with Spalding upon the subject?

Answer. I think not. Mr. Easby told Mr. Spalding to make so many locks—I do not recollect the number—and Mr. Spalding then came to us, (the hands then at work,) and said: "Go on, boys, and make locks, and we will get some money."

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not recolledt anything at present.

PHILIP BOTELER.

Sworn to and subscribed before me this 12th day of December, 1860.

EDM. F. BROWN, *Commissioner.*

No. 28.

WASHINGTON CITY, *August* 1, 1840.

The Post Office Department to Joseph Nock Dr.

July	21. To repairing 33 brass locks, at 50 cents each.....	$16	50
	25. To fifty brass locks, at $1 35 each.....	67	50
August	1. To repairing 17 brass locks, at 50 cents each.....	8	50
	To eight new iron locks, at $1 each.....	8	00
		100	50

No. 1,073.—Joseph Nock, present. Mail locks, $100 50.

AUDITOR'S OFFICE, *August* 3, 1840.

Examined. D. SAUNDERS.
Third quarter, 1840.

41 The within account, $100 50, is correct as stated, for mail locks and repairs. D. S., *Clerk.*

AUGUST 1, 1840.

Referred to Auditor of the Post Office Department.

DAN. COLEMAN.

No. 29.

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

Deposition of Michael Larner, esq., a witness for the claimant, taken this 17th day of December, A. D. 1862, at the request of W. J. Budd, solicitor for the claimant.

The witness, being duly sworn, says: I am now 59 years of age; I reside in Washington, and I am a messenger in the employ of the Senate of the United States. In the year 1840 I was a runner in the Bank of Washington. I am well acquainted with Mr. Nock; have known him for twenty-two years. In the year 1840 to the best of my recollection, I took from the bank a large number of Mr. Nock's locks to be delivered to the Post Office Department. I believe I took all the locks that had been delivered by Mr. Nock to the bank. I had an order of Mr. Nock upon the department in favor of the bank; it was for the price of the locks if they were accepted. Mr. Nock accompanied me, no one else. I think it was in the latter part of the spring or early part of the summer of 1840. I took the locks to the inspection office. Mr. Daniel Coleman, who was then Third Assistant Postmaster General, and Mr. Henry Johnson, a clerk in said office, were both present. Mr. Coleman refused to receive the locks. Neither Mr. Coleman nor Mr. Johnson inspected them to the best of my recollection. Mr. Coleman said, I believe, that the locks did not answer the purpose. I have no recollection that he said anything about the contract; his manner was very indifferent. I have no knowledge of the bond given by Mr. Nock to the department. The impression left upon my mind by the conduct of Mr. Coleman was that he wanted to break the contract with Mr. Nock. I had heard that there were persons trying to get the department to break its contract with Mr. Nock, or rather trying to get the work away from him, and Coleman's conduct impressed me with the belief that he wanted the contract broken. I do not know that the locks were refused for want of the back spring. I said before that I had no knowledge of the bond of 28th of October, 1840. I feel very confident that the locks were not inspected by either Mr. Coleman or Mr. Johnson. I cannot say positively, the occurrence took place so many years ago. I brought the locks back to the bank and left them there. It was by the order of the cashier, Mr. James Adams, that I took the locks with the order to the department. I knew Mr. Washington Lewis, who formerly supplied the Post Office Department with mail locks; he is dead; he died about six or seven years ago; I knew Mr. William Easby, who
42 was, I believe, on Mr. Nock's bond above referred to; he lived in Washington; he is deceased; he died some eight or ten years since. I have no interest, direct or indirect, in this claim.

MICHAEL LARNER.

Taken before Samuel H. Huntington, clerk of Court of Claims, December 17, 1862.

No. 30.

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

Deposition of William Gunton, esq., a witness for the United States, taken December 1st, at the request of W. J. Budd, solicitor for the claimant.

The witness, being duly sworn, says: The locks in this package were

taken from the Bank of Washington by me. Package marked "A, S. H. H." It contains six bundles of locks, of six each, taken from the locks delivered to the bank by Joseph Nock. These locks were brought to the bank some time in the summer of 1840. I do not recollect whether they were brought all at once or at different times. I think the number of locks in the bank is between one thousand and sixteen hundred. Mr. Nock at that time, that is in the year 1840, was employed upon his contract with the United States, and the bank received these locks from him as security for advances made to him. The endorsement on this package was made by me this morning after I had taken the locks from the trunk in which they had been kept. The locks have never been out of the bank since 1840. The dealings of the bank with Mr. Nock commenced, I think, in the winter of '39 and '40, and were had upon the faith of his contract with the Post Office Department.

WM. GUNTON, *President Bank of Washington.*

No. 31.

Know all men by these presents that we, Joseph Nock and ——— ———, are held and firmly bound to the United States of America in the sum of $10,000, to the which payment, well and truly to be made and done, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed and dated this 18th day of October, 1840.

The condition of the above obligation is such, that whereas the above-bounden Joseph Nock, by letters patent, bearing date the 16th day of July, 1839, has secured to himself the exclusive right of making and manufacturing locks upon a principle of his own invention; and whereas the Postmaster General of the United States has adopted the lock constructed upon the principle aforesaid for the use of the mail service within the United States of America:

Now, if the said Joseph shall well and faithfully manufacture locks upon the principle aforesaid and keys adapted to the same, and according
43 to the pattern and form of those already made and delivered by him to the General Post Office; and if the said Joseph shall further make the said locks with *good and sufficient springs*, each to be furnished with a good back or extra spring, and make and finish both the internal and external structure of said locks and keys in a substantial, neat, and workmanlike manner; and if the said Joseph shall further faithfully and punctually deliver to the proper officer at the General Post Office locks and keys in such numbers and of such descriptions as may be ordered, from time to time, by the Postmaster General or either of his assistants—provided, however, that the number so ordered does not exceed one thousand locks and two thousand keys per calender month—then the above obligation to be void; otherwise, to remain in full force and virtue.

JOSEPH NOCK. [SEAL.]
WM. EASBY. [SEAL.]

Witness: DAN. COLEMAN.

B.

POST OFFICE DEPARTMENT, *Inspection Office, October 30th*, 1840.

Mr. Washington Lewis, Washington, D. C.:

SIR: You are hereby authorized to repair, for the use of the Post Office Department, five hundred damaged iron mail locks, at 40 cents each, which you are to deliver to the Post Office Department for inspection, and which are to be liable to approval or rejection.

D. C.

No. 32.

PERTH AMBOY, *October* 31, 1840.

J. M. Niles, Esq.:

SIR: I have the pleasure to enclose you a letter from the postmasters in the vicinity where I reside, on the subject of mail locks.

I forwarded some days since three locks for your examination, which I presume you have received. I should be happy to hear your opinion of them after examination.

Very respectfully yours,
(Signed) SOLOMON ANDREWS.

No. 33.

POST OFFICE DEPARTMENT, *Inspection Office, November* 12*th*, 1840.

Solomon Andrews, Esq., Perth Amboy, N. J.:

SIR: Your letter with the three padlocks has been received. The department declines, at present, putting any new mail locks in operation. The *old mail* locks will yet be continued in use.

D. C.

44

No. 34.

POST OFFICE DEPARTMENT, *Inspection Office, November* 10*th*, 1840.

Mr. Joseph Nock, Washington, D. C.:

SIR: You are authorized to repair five hundred iron mail locks for the use of the Post Office Department, at forty cents each, to be delivered to this office, subject to inspection and approval.

Very respectfully, your obedient serv't,
DAN. COLEMAN, *Third Ass't P. M. Gen'l.*

No. 35.

POST OFFICE DEPARTMENT, *Inspection Office, December* 6*th*, 1840.

Mr. Joseph Nock:

SIR: You are hereby authorized to repair one hundred and eighteen iron mail locks for the use of the Post Office Department, at forty cents each, to be delivered to this office, subject to inspection and approval.

Very respectfully, your obedient serv't,
DAN. COLEMAN, *Third Ass't P. M. Gen'l.*

No. 36.

POST OFFICE DEPARTMENT, *Inspection Office, December* 16*th*, 1840.

Mr. Joseph Nock:

SIR: You are hereby authorized to repair one hundred brass-faced mail locks for the use of the Post Office Department, at forty cents each, the locks to be delivered to this office, subject to inspection and approval.

Very respectfully, your obedient serv't,
DAN. COLEMAN, *Third Ass't P. M. Gen'l.*

No. 37.

The Post Office Department to Joseph Nock Dr.

January 16, 1841. To five hundred small mail lock keys, at 15 cents each..... $75 00

Brought forward	$75 00
To one hundred large mail lock keys, at 20 cents each.....	20 00
	95 00

45 Received payment, by payment to James Adams, cashier, my assignee.

JOSEPH NOCK.

No. 1,168. Joseph Nock, present. Mail locks, $95.

AUDITOR'S OFFICE, *January* 16, 1841.

Examined.

D. SAUNDERS.

The within account, $95 00, for mail lock keys, is correct. The keys received.

H. JOHNSON, *Clerk.*

Referred to the Auditor for settlement, 16th January, 1841.

DAN'L COLEMAN,
Third Assistant Postmaster General.

First quarter, 1841.

No. 38.

The Post Office Department to Joseph Nock Dr.

1841.

February 2. To ninety-five iron mail locks, at $1 each.....	$95 00
To twenty-five brass locks, at $1 35 each.....	33 75
	128 75
Amount of account No. 1 brought forward.....	90 00
	218 75

Pay order of James Adams, cashier.

JOSEPH NOCK.

No. 1,189. Joseph Nock, present. Mail locks, $218 75.

AUDITOR'S OFFICE, *February* 9, 1841.

Examined.

D. SAUNDERS.

First quarter, 1841. The within account, $128 75, for mail locks, is correct. The locks received.

H. JOHNSON, *Clerk.*

Referred to Auditor for settlement.
February 3.

DANIEL COLEMAN,
Third Assistant Postmaster General.

No. 39.

No. 1. The Post Office Department to Joseph Nock Dr.

February 6, 1841. To six hundred small mail keys, at 15 cents each. $90 00

Pay the above to James Adams, cashier.

JOSEPH NOCK.

46 The within account, $90. for mail keys, is correct. The keys received.

H. JOHNSON, *Clerk.*

Referred to Auditor for settlement.
6 February, 1841.

DAN'L COLEMAN,
Third Assistant Postmaster General.

No. 40, (A.)

WASHINGTON, *March 8th*, 1841.

To the Postmaster General :

SIR : Having entered into a contract with the Post Office Department to manufacture and supply the mail locks required for its use, and having been apprised that various individuals would renew their efforts to defeat the rights secured to me by that contract, under the new administration, which they unsuccessfully made upon the late Postmaster General, I beg leave respectfully to request that due notice may be given me of any such application. I feel persuaded that I can satisfy you, sir, that I have fulfilled my contract faithfully and fully, and that the department is indebted to me for locks prepared under that contract, which were illegally rejected.

The locks now furnished and made will stand any test which may be applied to them, to prove their workmanship and security. Permit me also to state that I removed from Philadelphia, where I was profitably employed, to this city, and have incurred heavy debts in the erection of a factory, that was necessary to manufacture the locks agreeably to my contract, and if that contract should be disregarded by the department, it will be the means of inflicting utter ruin to myself and family. I cannot believe, however, that any representation will induce you to revoke a contract which I consider to be as obligatory upon the department as it is upon me, and which would be attended with such fatal consequences to myself.

I have the honor to be, sir, your ob't serv't,

JOSEPH NOCK.

SIR : Enclosed you will find a copy of the contract.

JOSEPH NOCK, (*late of Philadelphia,*)
Manufacturer of the U. S. Mail Patent Locks,
Corner of G and 27th Street, W. Side, Washington, D. C.

To the Honorable Postmaster General, FRANCIS GRANGER.

47 No. 41.

The Post Office Department to Joseph Nock Dr.

March 15th, 1841. To one hundred and sixty-three iron mail locks, at one dollar each..... $163 00

POST OFFICE DEPARTMENT, *Inspection Office, 30th March*, 1841.

It is hereby understood and agreed that the settlement of the above bill for mail locks shall not be considered, in anywise, as evidence that the Postmaster General recognizes my agreement made with A. Kendall, former Postmaster General, to furnish the Post Office Department with mail locks and keys. And all rights accruing to me from such settlement, in relation to said agreement, are hereby waived.

No. 42.

POST OFFICE DEPARTMENT, *Inspection Office, May* 6, 1841.

Mr. Joseph Nock, Washington, D. C.:

SIR: According to the face of the papers on file in this department, it appears that all the locks furnished by you have been paid for, except one hundred and sixty-three, and that the bill rendered for that number constitutes your only claim now open for settlement.

If you have any other demand existing or ulterior, you will please to state it in writing, with a view to the preparation of a report on the whole subject to the Postmaster General, for his definite action on the case.

Respectfully, your ob't serv't,

(Signed) J. S. SKINNER, *Third Assis't P. M. General.*

No. 43.

WASHINGTON, *May* 21, 1841.

SIR: In answer to yours of May 6, 1841, I have the honor to reply as follows: That I had prepared the model of a lock, which has met the approbation of the Post Office Department in preference to all others. This lock having been patented by me, an assignment of the patent was made to the United States in consideration of my being employed in the furnishing of the United States with mail locks. This conveyance, and the plighted
48 faith of the government based upon it, in connection with the various conversations and engagements with the head of the Post Office Department, induced me to remove from Philadelphia, at a great expense, to engage here in the business of making locks for the Post Office Department. In pursuit of this purpose I have incurred large debts and expenses, prepared a work-shop, and engaged workmen and materials. The account for 163 locks, of which you write, is not presented by me; it is for work done at my establishment, but not under my final supervision and approval. When I shall examine and approve of them I will present an account for them. In the peculiar position which I now occupy the department will recognize the propriety of the interrogation which I now put, and to which I now desire a reply, namely: May I consider myself as entitled to make such locks as the government may in future desire? If any action be contemplated by the department, involving my interests, I must respectfully desire to be advised of the same and be heard in my defence before any action be heard thereon.

Yours, very respectfully,

JOSEPH NOCK.

Hon. J. S. SKINNER, *Assistant P. M. G.*

No. 44.

WASHINGTON, *June* 14, 1841.

Hon. F. Granger, Postmaster General, present:

SIR: The bearer, Mr. Joseph Nock, has an unlimited contract with the Post Office Department to furnish mail locks and keys for the department according to a patent lock furnished by said Nock. The contractor has fulfilled all orders regularly made upon him. He has, as he will show, been made a dupe of by others, and has had his right and his materials stolen, as he avers, by another, who is endeavoring to obtain his contract. Mr. Nock has engaged me to prepare a full brief of his case, which will soon be done. Mr. Nock asks that he may receive an order to make locks, and if he fails to make good ones, under his contract, based upon his patent, he will submit

to such decisions as justice and equity require. He will show you his new mail lock and make good his character as an unequalled lock-maker.

Yours, very respectfully,

J. E. DOW, *Agent for Mr. Nock.*

No. 45.

WASHINGTON CITY, *December* 11, 1841.

The Hon. Postmaster General of the United States :

SIR : The great injustice which has been done to me by the department, in withholding the obligations of their solemn contract from being fully executed—the strange and anomalous character of this proceeding, in a
49 government of laws, where every citizen trusts to the legal force of that government to enforce the faith of all contracts made between its subjects, instead of a disregard by it of the contracts entered into by its officers, and the severe damage which I have sustained from the action of the department, which seems to shrink from the avowal of such a principle, leaves me but one alternative, and that is that I may be gratified with a final and speedy decision in the case. I desire it on the ground that if you, sir, can deliberately disavow this contract, and shall undertake to annul it, I may at once appeal to the Congress of the United States for redress, as a case which would certainly be awarded to me by a jury, in the case of an individual ; and if favorable, that I may proceed with my operations. All that I ask of you is that you will formally pronounce your decision.

Very respectfully, your obedient servant,

JOSEPH NOCK.

No. 46.

POST OFFICE DEPARTMENT, *December* 20, 1841.

I have examined this case of Mr. Nock, looked into the contract, seen the locks furnished tested, and am satisfied they are not good and in accordance with the contract. All that have been delivered have been paid for by Postmaster Kendall—about 2,000 in number—and are now in the department useless, and a loss to the government. I find that Postmaster General Kendall, who made this contract with Mr. Nock, annulled or arrested it because of the defect in the lock, and refused to recognize the obligation of the department to receive the locks, if made, of the contractor who had imposed upon the department worthless locks. I will not revive the contract or consent to pay for locks hereafter manufactured under it. The inspection office will cause to be made known to Mr. Nock this my final decision.

(Signed) C. A. WICKLIFFE, *Postmaster General.*

No. 47.

POST OFFICE DEPARTMENT, *Inspection Office*, 21*st December*, 1841.

SIR : In reply to yours of the 11th inst., addressed to the Postmaster General, I am instructed by him to inform you, that he will not recognise your alleged contract with this department for the manufacture of locks, as binding upon him, nor will he consent to pay for or receive any lock which may be made under it.

Respectfully, your obedient servant,

J. S. SKINNER.

To JOSEPH NOCK, Esq.

50 No. 48.

AUDITOR'S OFFICE, *December* 20, 1852.

SIR : In reply to the requisition of the Secretary of the Treasury, in the

case of Joseph Nock, forwarded by you to this office, asking for the following testimony:

"I. The number of brass locks furnished to the Post Office Department by the Perth Amboy Manufacturing Company, under their contract of April, 1842, for supplying mail service;

"II. The number of brass keys ditto;

"III. The number of iron locks ditto;

"IV. The number of iron keys ditto."

I have the honor to report that from the records of this office the said company appear to have furnished to the Post Office Department 2,200 brass locks, 880 brass keys, 35,184 iron locks, 23,600 iron keys, 3,150 keys, (kind not specified,) and 6,956 brass-faced locks. This does not include the sum of $3,768 75 paid said company, but for what articles does not appear of record.

Your obedient servant,

J. W. FARRELLY, *Auditor.*

R. A. PARRISH, Jr., *National Hotel.*

No. 49.

Amount paid Joseph Nock for mail locks.

1839.			
Dec.	30.	50 brass-faced mail locks, at $1 25 each	$67 50
		150 large keys for mail locks, at 20 cts. each	30 00
		150 iron mail locks, at $1 00 each	150 00
		450 keys for iron locks, at 15 cts. each	67 50
1840.			
April	22.	450 iron mail locks, at $1 00 each	450 00
		50 brass-faced locks, at $1 35 each	67 50
July	11.	600 iron mail locks, at $1 00 each	600 00
		740 small keys, at 15 cts. each	111 00
		10 small keys, at 15 cts. each	1 50
August	3.	50 brass locks, at $1 35 each	67 50
		8 iron locks, at $1 00 each	8 00
1841.			
Jan.	19.	500 small mail lock keys, at 15 cts. each	75 00
		100 large mail lock keys, at 20 cts. each	20 00
Feb.	9.	95 iron mail locks, at $1 00 each	95 00
		25 brass faced locks, at $1 35 each	33 75
		600 small keys, at 15 cts each	90 00
Aug.	10.	163 iron mail locks, at $1 00 each	*163 00
51			2,097 25

1840.			
August	3.	To cash paid repairing mail locks	$25 00
		To cash paid repairing mail locks	50 00
Nov.	23.	To cash paid repairing mail locks	152 00
Dec.	16.	To cash paid repairing mail locks	87 20
			315 00

*Of this amount, was paid to Philip Boteler $26 00
Of this amount, was paid to Corcoran & Riggs 137 00
163 00

The above statement is a true copy from the books of this office.
February 15, 1842.

D. SAUNDERS, *Pr. C'k.*

No. 50.

WASHINGTON, D. C., *Aug.* 9, 1845.

SIR: In behalf of Mr. Joseph Nock I respectfully ask that the interest formerly conveyed by Mr. Nock to the Post Office Department, in certain letters patent granted by the United States to him for the invention of a new and useful kind of padlock, may be unconditionally reconveyed to him. Mr. Nock has informed me of an unsuccessful application made by him for the same object, and exhibited to me also a paper drawn up in the office of the Third Assistant P. M. General, specifying certain conditions on which he might obtain from the department said reconveyance. I promptly advised him to accede to no such conditions; and now most respectfully suggest by reference to the written assignment above named, on file in your department, you will at once observe that Mr. Nock is entitled to have said conveyance unconditionally made. It is no more than a just and strictly legal right.

I am, sir, yours, very respectfully,

H. H. DENT.

Hon. C. JOHNSON, *P. M. G.*

No. 51.

POST OFFICE DEPARTMENT, *August* 23, 1845.

DEAR SIR: I received your letter of the 18th of August, asking for "the unconditional reconveyance" to Mr. Nock of the assignment of his patent right to a lock, made to the P. O. Department. In reply, I enclose you the report made to me from the inspection office. The department having rescinded his contract for furnishing locks because a violation of the contract on his part, and having discontinued the use of his locks altogether, can have no use for the patent right; but as he has appealed to Congress for damages in consequence of the action of the department, it is thought advisable to let everything remain in the exact position I found them, unless Mr. Nock agrees that the surrender of the patent shall in no way prejudice the rights of the department. If you or he seek any advantage of the department by getting an unconditional surrender of the patent right, which was assigned and became a part of the contract for the breach of which he now claims damages, it will be our duty to avoid it.

I am, very respectfully, your obed't serv't,

C. JOHNSON.

H. H. DENT, Esq.

52 No. 52.

WASHINGTON, 26*th Jan'y*, 1846.

SIR: The Post Office Department having refused to employ me to manufacture locks and keys for the United States mails, and having adopted a different mail lock, and thereby having forfeited all right to the use of my patent by the express terms of the assignment, I have to demand that the said patent be unconditionally reassigned to me, that I may use or dispose of the same without the prejudice or incumbrance of the said forfeited assignment to the government, which has been placed on the public records of this city.

By examining the conditions of said assignment you will at once see I am entitled to what I ask, and that no motive but one to oppress and injure

me can justify its refusal. I have therefore to request that you will now give this subject your personal attention, as when I made a similar application to you last spring, and was referred by you to the Third Assistant P. M. General, he prepared a most offensive paper, reciting a breach of my contract with the government—which was untrue and calculated to injure me and impair my just claims on the government—to which he required my written assent as a condition of the reassignment which I demanded and to which I was entitled.

On the 9th of August last a letter was written to you in my behalf by Henry H. Dent, esq., pointing out the injustice of the above-named demand and requesting an unconditional reassignment of the said patent. Of this letter no notice appears to have been taken, and no reply to it has, as I believe, ever been received, which has been greatly injurious to my interests, as I have been deprived of all opportunity to dispose of my patent, owing to the want of such reassignment.

Against this injustice and oppression I hereby protest, and beg you to take notice that for the injury thus wantonly practised by its agents towards me I shall hold the government responsible in damages.

In conclusion, I have to ask that if this request is not promptly and unconditionally granted I may be distinctly informed of the precise reasons upon which it is refused.

Very respectfully, sir, your obed't serv't,

JOSEPH NOCK.

I deem it proper that this paper should be on file in your department.

Yours,

JOSEPH NOCK.

No. 53.

POST OFFICE DEPARTMENT, *January 31st*, 1846.

MR. JOSEPH NOCK: Your note of the 26th of January has been received, asking a reassignment of the patent right to your lock, &c. In my reply I have to state that the department has no claim whatever to the patent since the discontinuance of its use in the mail service, and you have been ever since entitled to its use as well as the power to sell it or do what you please with it, and there is no necessity of a reassignment.

C. JOHNSON.

53 No. 54.

Know all men by these presents that I, Henry C. Jones, of the city of Newark, in the State of New Jersey, as principal, and we, Henry Ritche, Samuel C. Thompson, James M. Quimby, and Benjamin W. Tucker, of the city and State aforesaid, as sureties, are held and firmly bound unto the United States of America in the just and full sum of thirty thousand dollars, value received, to be paid unto the United States; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and separately, firmly by these presents.

Sealed with our seals, dated sixth day of January, A. D. eighteen hundred and fifty-two.

The condition of this obligation is such that whereas the above-bound Henry C. Jones, by a certain indenture of contract, bearing date the twenty-third day of September, A. D. eighteen hundred and fifty-one, covenanted with the said United States to furnish and deliver iron padlocks and keys adapted thereto, for the use of the Post Office Department, for the period of eight years from the first day of July, A. D. eighteen hundred and fifty-two, as by reference to the said indenture of contract hereto annexed more fully

and at large appears. Now, if the said Henry C. Jones shall well and truly perform the covenants and stipulations in the said indenture expressed on his part to be performed, then this bond to be void; otherwise, to remain in full force.

HENRY C. JONES. [SEAL.]
HENRY RITCHIE. [SEAL.]
SAMUEL C. THOMASON. [SEAL.]
JAMES M. QUIMBY. [SEAL.]
BENJ. W. TUCKER. [SEAL.]

Signed, sealed, and delivered in the presence of—
RODNEY WILBUR.

This indenture of contract, made the 23d day of September, A. D. 1851, between Henry C. Jones, of Newark, New Jersey, contractor for furnishing the Post Office Department with padlocks and keys to be used on the way mails, of the one part, and the United States of America, by the Postmaster General, of the other part, witnesseth that the said parties have mutually covenanted as follows, to wit:

1. The said contractor covenants with the said United States to make, furnish, and deliver, for the sole and exclusive use of the said department, at the prices and in the manner hereinafter specified, malleable iron padlocks, constructed on the principle set forth in letters patent issued to the said Henry C. Jones, bearing date the 1st day of April, A. D. 1842, and made (as subsequently improved for the mail service) exactly like and in every respect equal to the two specimen locks, marked "Standard, H. C. Jones, Patent," and deposited in the said department by the said contractor, (one of which specimen locks is riveted up and the other is not riveted, but left open so as to show the internal arrangement, and the quality of the materials, and the character of the workmanship of the parts of which the interior is
54 made,) and also keys perfectly and exactly adapted to the said locks, (like those adapted to and deposited with the said specimen locks, which keys shall be made of malleable iron, case-hardened iron, or composition, as the said department may direct.

2. That the said contractor shall make and furnish, during the space of eight years from the 1st day of July, A. D. 1852, the said padlocks and keys in such quantities and at such times as may be ordered by the said department, at the following prices, to wit:

For the said malleable iron padlock, seventy cents each; for the said keys adapted thereto, ten cents each.

And it is the good faith and understanding of the parties hereto that the United States shall, during the said period, order from the said Henry C. Jones, under this contract, all the locks and keys required for use on the way mails of the United States.

3. That the shells or cases and the hasps of said locks shall be made of malleable iron of the best quality. The tumblers and bolts of said locks shall be made of a composition to be composed of six parts of copper and one part of tin, melted separately, and then well and thoroughly mixed and combined, or of such other proportions of copper and tin, or of copper, tin, and such other metals, melted, mixed and combined as aforesaid, as the said department may direct. The holes of the rivets shall be well and deeply countersunk outside on both sides of the case or shell, and the rivets shall be well and thoroughly headed, so as to leave a prominent heading on the surface of the said locks. That in case the said lock, or any part thereof, shall be found to be defective or need improvement, the improvement thereof shall be made under the direction of the said department and in such manner as it shall direct, without cost to the said department, unless the cost of

manufacturing said lock shall be increased thereby, and in that case the said contractor shall be allowed only the extra expense of such manufacture on the same being agreed upon in writing after the making of such improvement between the said contractor and the said Postmaster General.

4. That the said padlocks shall be delivered for inspection at the said department, in the city of Washington, according to order by the said contractor, and shall, unless otherwise ordered by the said department, be securely put up on sticks containing five locks, each enveloped in stout paper and packed in strong wooden boxes containing not more than one hundred and fifty locks each, and directed to the "Inspection Office, Post Office Department, Washington City," in letters distinctly painted or stenciled thereon. And the said keys shall be made and furnished according to order, and shall, unless otherwise specifically directed by the said department, be securely put up in well-sealed packages, not exceeding two pounds each in weight, directed to the chief clerk of the said department, and delivered to such officer or agent of the said department as may be expressly authorized to receive the same by a writing under the hand of the Postmaster General and the seal of the Post Office Department, and to no other person whatever; and they shall be so delivered in such quantities as the Postmaster General shall specially direct.

5. That all said padlocks and keys ordered to be made and delivered as aforesaid shall be rigidly inspected and tested by the officer in the
55 said department having charge of that duty, and all of said locks and keys which, on comparison with the standard padlocks and keys hereinbefore referred to, may prove to be dissimilar, inferior, or defective in any respect whatever, shall be rejected, and on demand of the said contractor shall be returned to him.

6. That the said contractor shall make, furnish, and deliver, as aforesaid, twenty-five thousand of said padlocks and twenty-three thousand of said keys, fitted thereto, on or before the 1st day of September next.

7. That none of the said locks or keys furnished by the said contractor for the way mails of the United States shall vary in any sensible degree, but all of the same shall be exact copies of the standard locks and keys aforesaid, or of such other standard lock and key as the said contractor and the Postmaster General may, from time to time, agree on for that purpose, in writing, under their hands and seals, so that any and all of the said keys shall fit, and, without any difficulty, open any and all of the said padlocks.

8. That the said contractor shall not, at any time before or after the expiration of this contract, make, use, vend, or furnish any lock or key, similar to the said padlocks and keys hereby contracted for, for any other use or purpose, or by any other order than that of the said department; or shall any key be made, used, vended, or furnished by the said contractor which may be introduced into the said padlocks hereby contracted for, and by any simple and easy means of alteration be made to open the same, and thereby endanger the safety of the mails intended to be secured by the said padlocks.

9. That the said contractor shall carefully protect all the said padlocks and keys made and to be made, before delivery, so that none shall fall into improper hands; and shall not expose the process of manufacturing the said padlocks and keys, but shall establish and enforce such regulations in his factory as shall secure due privacy and integrity in the manufacture and custody of the said keys, and the tumblers of the said locks, intrusting the process of forming, gauging, and finishing the said tumblers and the bits of the said keys to as few persons as the nature of the operation under this contract will admit, and then only to persons of known and established character for skill, integrity, and discretion.

10. That all the said keys, finished or unfinished, and all the finished and un-

finished tumblers and springs, finished hasps and cases of the said locks, shall at night, and when not necessarily in the hands of the workmen, be kept securely locked in a proper fire-proof safe to be provided in his factory for that purpose by the said contractor. The said fire-proof safe shall have a separate apartment, in which all the finished keys shall be kept under a secure lock and key different from any other used on the said safe or about the said factory, and accessible to himself only, except in case of his necessary absence, and then to his foreman only. The said safe shall also have a separate apartment, in which all patterns, gauges, or designs showing the forms of the bits of the said keys, or of the tumblers of the said locks, shall be securely kept when not necessarily in use for the manufacture of
56 the said locks and keys. Such last-mentioned apartment shall be under a separate lock, the key of which shall be accessible to the said contractor and his foremen only, not exceeding two.

11. That in case any of the said keys shall get into improper hands by the neglect or misconduct of the said contractor, or through or by means of the neglect or misconduct of any workmen employed by him, he shall, on the demand of the Postmaster General, furnish new locks of the same quality and general character as those hereinbefore described, but requiring keys of an entirely different form and proportion, with as many keys suited to said last-named locks as may be required, and without expenses to the said department, for such number of said locks and keys of the new pattern as there may at any time or times thereafter be returned of the locks and keys of the former pattern heretofore furnished under this contract, and shall thereafter furnish the said other or new locks and keys at the prices stipulated for in this contract as they may be required by the said Post Office Department; but such contractor shall have the right to change, modify, and alter said locks, and make such new locks with the same cases and in the same general form as the said specimen locks, making only such change in the form of the tumblers and in the order of placing the same as to comply fully with the foregoing provisions without destroying or rendering useless the tumblers in said old locks; and on the return of the said old locks, he shall be at liberty to change, modify, alter, and rearrange the said tumblers in the said old locks and make them like the said new locks, and suited to be used with the same and with the keys adapted thereto, in which case said old locks, when so changed and ready for use, shall be marked anew with the year in which they are redelivered, and shall be treated, received, and paid for as though they were new locks made under the provisions of this contract, and at the price hereinbefore provided.

12. That all such patterns, dies, gauges, or designs in the possession of the said contractor which might enable others to make or forge said keys, or the interior structure or arrangement of the said locks, shall be carefully preserved from loss, and concealed from the observation of all persons not necessarily and legitimately connected therewith in the manufacture of said locks and keys, and shall, on the expiration of this contract, or in the event of an annulment of the same, be surrendered to the said department until all the locks and keys of the same pattern shall be abolished from the mail service, and then returned to the said contractor, unless said Postmaster General shall agree to purchase the same at such price as may be determined by fair appraisement.

13. That all of the said padlocks shall have "U. S. Mail well and distinctly cast in raised letters on their face, and shall have on the shell or case, in raised or sunk figures, the year in which they may be furnished; and if any of the said locks shall, within two years from and after the year of the date so stamped thereon, become defective from the ordinary use of the mail service, and not from any obvious violence, and shall, before the expiration of

the said two years, be returned to the said contractor, such contractor,
57 on receiving from the said department any of said locks proved to be defective as aforesaid, shall furnish in lieu thereof a like number of new and perfect locks, or of returned locks fully and perfectly repaired, to be also properly stamped and warranted for two years.

14. That the workshops or factory of the said contractor shall always during working hours, be open to the inspection of the Postmaster General, or of any other person duly and specially commissioned for that purpose by a commission signed by the Postmaster General and sealed with the seal of the department, who may examine and inspect all materials, dies, patterns, and tools used in the manufacture of said locks and keys, and examine the workmanship of the different parts of the same.

15. If for sufficient cause under the provisions of this contract the Postmaster General shall at any time annul the same the said department shall have the right to order the said mail locks and keys to be made by others; and the said department is hereby licensed and permitted to cause the same to be so made under the patent of the said contractor, and under any renewal of the same without any charge therefor, for the residue of the time for which this contract is to run, and to continue the use of all the locks made by said contractor or by others under this agreement without any charge therefor; and at the end of this contract the said department shall also have the same right, permission, and license (also free from any charge) to cause the said way mail locks and keys to be made by others under the patent of the said contractor or any renewal thereof, if the said contractor shall decline to continue to make the same for the said Post Office Department at the same prices stipulated for under this contract.

16. That the Postmaster General may annul this contract for repeated failures on the part of the said contractor to execute the orders of the said department promptly and faithfully, for a willfull violation of any of the stipulations of this contract or gross negligence in the exection thereof, or for assigning the same without the consent of the Postmaster General previously obtained.

17. The United States, by the Postmaster General, covenant with the said contractor to pay, at the prices hereinbefore specified, for all said padlocks and keys adapted thereto, made, furnished, and delivered by the said contractor according to the orders of the said department and the foregoing stipulations, after the said locks and keys so furnished and delivered shall have been inspected, approved, and received by the said department, and on application for payment by the said contractor at the said department.

18. That no member of Congress shall be admitted to any share or part of this contract or agreement or to any benefit to arise therefrom, and that this contract shall, in all its parts, be subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, A. D. 1808, entitled "An act concerning public contracts." And it is mutually covenanted and agreed by the said parties that this contract shall continue in force for the space of eight years from the first day of July, A. D. eighteen hundred and fifty-two.

In witness whereof, the said contractor and the Postmaster General
58 have hereunto set their hands and seals the day and year set opposite their names respectively.

January 6, 1852. HENRY C. JONES. [L. S.]
January 20, 1852. N. K. HALL, [L. S.]
Postmaster General.

Witness: RODNEY WILBUR.

No 55.

The United States Patent Office to all persons to whom these presents shall come, greeting:

This is to certify that after a careful search of the records of this office the only patents found granted to Henry C. Jones for padlocks, under that title, are letters patent granted to him on the first day of April, eighteen hundred and forty-two, for an "improvement in the padlock for mail bags," &c., and letters patent granted to him as assignee of Stephen White, on the twentieth day of June, eighteen hundred and fifty-four, for "an improvement in padlocks."

In testimony whereof, I, Charles Mason, Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed this ninth day of May, in the year of our Lord one thousand eight hundred and fifty-five, and of the independence of the United States the seventy-ninth.

C. MASON.

No. 56.

The United States Patent Office to all persons to whom these presents shall come, greeting:

This is to certify that the annexed is a true copy from the records of this office of letters patent issued to H. C. Jones on the first day of April, eighteen hundred and forty-two.

In testimony whereof, I, S. T. Shugert, Acting Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed this twenty-third day of August, in the year of our Lord one thousand eight hundred and fifty-six, and of the independence of the United States the eighty-first.

[L. S.] S. T. SHUGERT.

The United States of America to all to whom these letters patent shall come:

No. 2,525.—Whereas H. C. Jones, Newark, New Jersey, has alleged that he has invented a new and useful improvement in the padlock for mail bags, &c., which he states has not been known or used before his application; has made oath that he is a citizen of the United States, that he does verily believe that he is the original and first inventor or discoverer of the said improvement, and that the same hath not, to the best of his knowledge and belief, been previously known or used; has paid into the treasury of the United States the sum of thirty dollars, and presented a petition to
59 the Commissioner of Patents, signifying a desire of obtaining an exclusive property in the said improvement, and praying that a patent may be granted for that purpose:

These are, therefore, to grant, according to law, to the said H. C. Jones, his heirs, administrators, or assigns, for the term of fourteen years from the first day of April, one thousand eight hundred and forty-two, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement, a description whereof is given in the words of the said H. C. Jones in the schedule hereunto annexed, and is made part of these presents.

In testimony whereof, I have caused these letters to be made patent, and the seal of the Patent Office has been hereunto affixed.

Given under my hand, at the city of Washington, this first day of April, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the United States of America the sixty-sixth.

DAN'L WEBSTER, *Secretary of State.*

Countersigned and sealed with the seal of the Patent Office.

[L. S.] HENRY L. ELLSWORTH,
Commissioner of Patents.

The schedule referred to in these letters patent and making part of the same.

Be it known that I, H. C. Jones, of Newark, county of Essex and State of New Jersey, have invented a new and improved lock for mail bags, &c., and I do hereby declare that the following is a full and exact description thereof, reference being had to the accompanying drawings making a part of this specification:

Fig. 1 is the lock complete, showing the key-hole open.

Fig. 2, a section representing the interior.

Fig. 3, the inside of the cap.

Fig. 4, the key.

The different figures have all the same letters of reference for similar parts. A, escutcheon; B, cap; C, shell; D, shackle; D, joints; E and F, bolts; G and H, springs; *a*, a hole on the under side of the escutcheon; *b*, a chamber to press down the pin *c*, attached to the end of the spring *d; e*, a stud on spring *d*, (the spring is shown in dotted lines in Fig. 1;) *f f*, staples to sustain the sliding bolt E; *f*, projection on bolt *f*, fulcrum on which bolt on which F turns; *g*, pin against which spring H bears; *i*, guard to prevent bolt F from falling too far forward.

The shell is formed similar to the common mail lock, the upper part of the rim running straight across below the joint of the shackle and having a small opening to receive the end of the shackle which fits tight therein. The escutcheon is a straight piece of metal revolving on a pivot near the upper part of the shell, and made to cover the key-hole, so as to render the interior of the lock impervious to water; it is held in its place, when closed, by means of the pin *c* passing through the cap, and attached to a spring, *d*, on the inside; this pin projects up so as to enter the whole *a* in the escutcheon, the bevel *b* presses down the pin when the escutcheon is brought over it; near the centre of the spring is a stud, *e*, projecting through the cap; this stud is made concave on the end for the purpose of receiving a point, *k*, on the bow of the key, which, when pressed into, depresses the pin *c* and allows the escutcheon to be turned on one side to uncover the key-hole. The shackle is of a semi-circular form; the end that enters the shell is beveled and has a slot through it into which the bolts E and F pass; the other end turns on a pivot, as represented at D, Fig. 2.

E is a straight bolt sliding in staples *f f;* on the lower side of this bolt there is a projection, *f*, against which the key strikes; the coiled spring G acting on a stud on the side of the bolt, (shown in dotted lines in Fig. 2,) throws it forward; this bolt passes through the slot in the shackle from the right-hand side. There is also another bolt, F, bent nearly at right angles, revolving on the fulcrum *f* at its angle, around which fulcrum is coiled a spring, H, that extends up and bears against a pin, *g*, on the upright arm of the bolt, the end of which is formed into a catch which enters the slot in the shackle on the side opposite the bolt E; the other arm of the bolt runs across the lock just above the key-hole, and is then curved down so as to touch a guard, *i*, attached to the shell; both of these bolts are beveled on the upper side so as to be forced back by the point of the shackle when pressed in; they then spring forward through the slot and cross by each other into the position shown in the drawing, Fig. 2, thus fastening the lock without the aid of the key and securing it against the possibility of being opened by a blow on the side, for it will be seen that a jar that would force back one bolt would retain the other firmly in its place. The key has a small projection or pin, *k*, on the bow for unfastening the escutcheon as above described; the bit *l* is of the usual form, having notches *m* and *o*. That part of the bit at *m* acts on the horizontal arm of the bolt F, by raising which the catch is drawn back; by turning the key still farther the part *n* of the bit strikes the

projection *f* on the bolt E, and moves that bolt in an opposite direction to F, thus relieving the shackle from both bolts. The notch *o* is made to allow the key to turn part of the ward formed by the spring *d* on the cap.

What I claim as my invention, and desire to secure by letters patent, is the combination of the slide bolt E and the turning bolt F passing through the shackle, constructed and arranged as above described.

H. C. JONES.

Witnesses: THOS. G. WELLS.
J. J. GREENOUGH.

Examined. C. E. U.

(For diagram see original.)

61 No. 57.

The United States Patent Office to all persons to whom these presents shall come, greeting:

This is to certify that the annexed is a true copy from the records of this office of letters patent issued to Henry C. Jones, assignee of Stephen White, on the twentieth day of June, eighteen hundred and fifty-four.

In testimony whereof, I, Charles Mason, Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed this nineteenth day of March, in the year of our Lord one thousand eight hundred and fifty-seven and of the independence of the United States the eighty-first.

[L. S.] C. MASON.

The United States of America to all to whom these letters patent shall come:

No. 11,149.—Whereas Stephen White, of Newark, N. J., has alleged that he has invented a new and useful improvement in padlocks, (he having assigned his right, title, and interest in said improvement to Henry C. Jones, of Newark, aforesaid,) which he states has not been known or used before his application; has made oath that he is a citizen of the United States, that he does verily believe that he is the original and first inventor or discoverer of the said improvement, and that the same hath not, to the best of his knowledge and belief, been previously known or used; has paid into the treasury of the United States the sum of thirty dollars, and presented a petition to the Commissioner of Patents signifying a desire of obtaining an exclusive property in the said improvement, and praying that a patent may be granted for that purpose:

These are, therefore, to grant, according to law, to the said Henry C. Jones, his heirs, administrators, or assigns, for the term of fourteen years from the twentieth day of June, one thousand eight hundred and fifty-four, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement, a description whereof is given in the words of the said White in the schedule hereunto annexed, and is made part of these presents.

In testimony whereof, I have caused these letters to be made patent, and the seal of the Patent Office has been hereunto affixed.

Given under my hand, at the city of Washington, this twentieth day of June, in the year of our Lord one thousand eight hundred and fifty-four, and of the independence of the United States of America the seventy-eighth.

ROBERT McCLELLAND,
Secretary of the Interior.

Countersigned and sealed with the seal of the Patent Office.

[L. S.] C. MASON, *Commissioner of Patents.*

62 *The schedule referred to in these letters patent and making part of the same.*

To all to whom these presents shall come:

Be it known that I, Stephen White, of Newark, N. J., have invented an improvement in padlocks, of which the following is a full, clear, and exact description, reference being had to the accompanying drawings, making part of this specification, in which—

Fig. 1 is a face view of the lock with cap plate of the case removed and representing the lock bolt as thrown back.

Fig. 2, a like view representing the shackle as locked and the plate which holds the sliding bolt in place as removed to exhibit the form of the bolt.

The same letters indicate like parts in the two figures.

Letters patent were granted to Henry C. Jones, bearing date the day of April, 1842, for an improvement in padlocks consisting of two spring bolts which enter the shackle in opposite directions, one a turning bolt hung on a fulcrum pin, and the other a sliding bolt, both being so formed as to be acted upon by the key at the same time to throw them back in opposite directions to liberate the shackle. This improvement was for the purpose of, and does effectually prevent the opening of the lock by concussions produced by blows on the edge of the case and just below the hinge of the shackle, a mode of opening mail locks discovered by the Post Office Department to have been practiced by robbers. I have discovered, however, that this lock can be opened without the key by simply intruding a pick to force and hold back the turning bolt while the case is struck to force back the sliding bolt by concussion.

The object of my invention is to prevent the opening of such locks by the combined use of a pin and blows on the case, and with this view—

My invention consists in making the rear end of the sliding bolt, when used in combination with the turning bolt, with a shoulder on the lower edge, which, when the bolt is thrown forward, permits the rear end of the said bolt to descend so that the said shoulder shall prevent its running back unless the rear end be first lifted up by the action of the key to clear the shoulder.

In the accompanying drawings A represents the case of a padlock and B the shackle turning on a joint pin at the back, and with a mortise on its forward end to receive the two bolts which enter it in opposite directions. One of these bolts, C, turns on a fulcrum pin, D, and has an arm, E, which extends to and is acted upon by the key, F, to throw it back out of the shackle, and when liberated it is forced into the mortice of the shackle by the tension of a spring, *g*. The other bolt, *h*, is placed in the upper part of the lock case and slides in recesses made in two stud plates, *i i*, and is held therein by a cap plate, *j*. This bolt is forced forward by the tension of a spring, *k*, and a part of its lower edge extends down in a cam form, *l*, to receive the action of the key, by which it is forced back to liberate the shackle.

The face of this cam projection is of such form that when the key acts
63 it not only tends to force back the bolt, but to lift up its rear end.

The recess in the rear stud, *i*, is wider than the width of the rear end of the bolt, which in consequence has some play therein; and on the lower edge there is a shoulder, *m*, which is free to pass in the recess of the stud when the bolt is lifted up, but which strikes against it when the bolt is held down, and thus prevents it from being forced back. The rear end of the bolt is forced down by the tension of a spring, N.

From the foregoing it will be seen that if a pick be introduced to act on and force back the turning bolt, the sliding bolt cannot be forced back by concussions produced by blows on the case, because this is effectually re-

sisted by the shoulder on the lower edge, and yet this shoulder does not impede the motion of the bolt when acted upon by the key, for the reason that the key, in acting on the cam-formed projection, lifts up the rear end to clear the shoulder. The spring, N, is not indispensable to the efficiency of the shoulder in resisting the action of blows on the case, because, to throw back the bolt of a lock by the reaction of blows, force must be applied to the shackle to hold the bolt as it is gradually forced back by concussion; otherwise, the tension of the spring would force it back to its place each time, and no one blow is sufficient to liberate the shackle, and, as force must be applied to the shackle, this will act upon the forward end of the bolt and effectually hold down the rear end to keep the shoulder in place to prevent it from being forced back by concussion.

I am aware that locks have been made with one turning spring bolt to enter the mortice of the shackle on one side, the said turning bolt being notched on its back edge to receive a stop on a lever tumbler, which turns on a fulcrum pin, and which is also provided with a projection to enter the mortise of the shackle on the opposite side of the turning bolt, and that the turning bolt is also notched on its upper edge to receive a spring dog or catch, which falls behind the shoulder of the notch on the bolt when thrown into the shackle to prevent the said bolt from being forced back; but the said spring dog or catch is lifted out of the notch by the turning of the tumbler to lift the stop at the same time from the notch in the back edge of the tumbler, so that by introducing a pick into the said lock, and turning the said tumbler, the tumbler is withdrawn from the mortise in the shackle, the spring dog or catch is lifted out of the notch, and the stop on the tumbler is lifted out of the notch in the back edge of the bolt, thus freeing the bolt by the one operation, so that by striking on the back edge of the lock case, just below the hinge joint of the shackle, and at the same time pulling, the concussion will throw back the bolt and open the lock. The object of my invention is to avoid this very defect, and therefore I do not claim as my invention simply notching one of the bolts to act as a stop for the reception of a tumbler or spring dog, or any equivalent, as this alone would not accomplish what my invention accomplishes.

What I claim as my invention, and desire to secure by letters patent, is making the sliding bolt with a shoulder, or its equivalent, acting
64 substantially as specified, in combination with the turning bolt, both entering the mortise of the shackle in opposite directions, substantially as specified and for the purpose set forth.

STEPHEN WHITE.

Witnesses: JOHN WALTON.
HENRY D. HEDDEN.

Dated June 20, 1854.

Examined. 1,660. J. S. F.

No. 11,149. S. White, improved padlock. Assigned to H. C. Jones. Patented June 20, 1854. (For diagram see original.)

No. 58.

Deposition of Henry Ritchie, of the city of Newark, Essex County, New Jersey, taken February 18, 1859, before J. J. Terhune, clerk of court of common pleas, Essex County, New Jersey.

Question 1. What is your occupation?
Answer. Lockmaker.
Question 2. What is your age?
Answer. Twenty-nine years.
Question 3. What has been your place of residence for the last year?

Answer. In the city of Newark, Essex County, New Jersey, at one hundred and forty-one Walnut street.

Question 4. Have you any interest, either directly or indirectly, in the claim which is the subject of inquiry?

Answer. I have not, either directly or indirectly.

Question 5. Are you in any degree related to the claimant, Joseph Nock?

Answer. I am not.

Question 6. How long have you resided in the city of Newark?

Answer. More or less since eighteen hundred and forty-four.

Question 7. Have you, during any part of that time, worked for Henry C. Jones, of said city of Newark? and if so, about what years did you so work for him?

Answer. I have; from the year eighteen hundred and forty-five to eighteen hundred and fifty-three.

Question 8. During that time was Henry C. Jones a contractor for the furnishing of mail locks for the United States government?

Answer. He was from the latter part of eighteen hundred and fifty-one to eighteen hundred and fifty-three, when I left.

Question 9. After he became a contractor, as above, did you work upon the United States mail locks?

Answer. I superintended the manufacturing of them throughout.

Question 10. Was there any change made in the construction of said locks after the commencement of the manufactory of the said locks?

Answer. There was an alteration after the contract was taken, but before the contract was signed.

Question 11. In what did that alteration consist?

65 Answer. By making two additional hooks, and a ward in the cap.

Question 12. Were those locks manufactured by Henry C. Jones made with escapement tumblers, or upon Jones's own patent?

Answer. They were made with escapement tumblers.

Question 13. Who authorized the change of construction, as spoken of above?

Answer. Mr. Jones authorized me to make that change.

Question 14. Do you know why Mr. Jones made the change?

Answer. It was from an agent of the Post Office Department, I believe.

Question 15. Do you know, or did you hear the name of that agent?

Answer. I understood his name to be Henry Johnson.

Question 16. Did the post office agent come to Newark to confer with Henry C. Jones?

Answer. He did.

Question 17. About how long did he remain in Newark, and in conference with said Jones?

Answer. I think four or five days; I do not know about the conference with Jones, but he was in the shop four or five days.

Question 18. Do you recognise this iron lock marked "A, S. C. P." on the parchment attached, as one of the kind manufactured by said Jones for the United States mail?

Answer. I do; it is one of the kind, but it is not of my make.

Question 19. Have you any knowledge of the profit on each mail lock manufactured by H. C. Jones for the United States government? If so, state it.

Answer. I think the profit is thirty cents on a lock, or nearly that, as it can be got at.

Question 20. Does that include the keys? and if not, what is your estimate of the profit on each key?

Answer. It does not include the keys, and there was no profit made on the keys.

Question 21. Do you recognise this brass lock as stamped on the back S. & S. E. X, as constructed on Henry C. Jones's patent?

Answer. I do.

Cross-interrogatories by Mr. McPherson.

Question 1. What contract was that spoken of by you in the answer to the tenth interrogative?

Answer. It was the contract between Henry C. Jones and the United States government for the manufacture of mail locks.

Question 2. Did the model originally adopted embrace the escapement tumblers; I mean the model contemplated, before the alteration spoken of by you in the 10th interrogatory was made?

Answer. The model adopted did embrace the escapement tumblers.

Question 3. Can you point out in the lock heretofore produced, and marked on the parchment attached "A, S. C. P." the two additional hooks spoken of in your answer to the eleventh interrogatory?

Answer. The top and the bottom hooks.

66 Question 4. Do these hooks correspond in principle and in operation with the iron hooks in the lock now before you, marked on the parchment attached "B, S. C. P.?"

Answer. All hooks in all locks have the same effect; I see no difference in them.

Question 5. State as nearly as you possibly can the date when you commenced to manufacture these locks for Mr. Jones.

Answer. At the commencement of the year one thousand eight hundred and fifty-two as nearly as I can recollect.

Question 6. How many did you make for Mr. Jones?

Answer. Forty thousand.

Question 7. Can you say how many of these were made and delivered before the sixteenth day of July, eighteen hundred and fifty-three?

Answer. All of the forty thousand was made and delivered by the twenty-eighth day of June, eighteen hundred and fifty-three.

Question 8. Do you know, of your own knowledge, that any of these locks were received by the Post Office Department for the use of the United States?

Answer. I do; I saw the Postmaster General and young Mr. Johnson examine some.

Question 9. Were any of them opened in the presence of the Postmaster General, or had he any means of knowing their interior construction?

Answer. There was none of them opened, and he had not any means of knowing, as far as I know.

Question 10. Was the young Mr. Johnson you have just spoken of, the Mr. Johnson who came on to see Mr. Jones, at Newark?

Answer. He was not.

Direct examination resumed.

Question 1. Did the Mr. Johnson who came to Newark, of whom you have spoken above, know what was the construction of the locks manufactured by Jones for the United States government?

Answer. He did.

Question 2. How did he know?

Answer. Because he saw them, and examined them in their parts.

Question 3. Do you know of any other matter relative to the claim in question?

Answer. I do not.

HENRY RITCHIE.

No. 59.

Deposition of Samuel C. Thompson.

Question 1. What is your name, occupation, age, and place of residence for the last year?

67 Answer. Samuel C. Thompson; I am a lock manufacturer; forty-two years of age, and reside at number sixteen Thomas street, in the city of Newark, in the county of Essex, and State of New Jersey.

Question 2. Have you any interest, direct or indirect, in the claim which is the subject of inquiry?

Answer. I have not.

Question 3. Are you in any degree related to the claimant?

Answer. I am not.

Question 4. Have you ever worked for Henry C. Jones, lock manufacturer, of the city of Newark, in the State of New Jersey? and if so, when, and how long?

Answer. I have worked for him, from September, 1845, until February, 1853.

Question 5. On what work was you engaged?

Answer. My business was principally bank locks.

Question 6. Had you anything to do with the manufacture of the iron padlocks for the United States mails?

Answer. I had an interest in the manufacture, but Mr. Ritchie was the one who had the oversight of that business.

Question 7. Did Mr. Ritchie and you manufacture said padlocks under a contract from the said Henry C. Jones?

Answer. We did.

Question 8. What price did Mr. Jones pay you for each lock?

Answer. Twenty-eight cents.

Question 9. Did you also manufacture the keys?

Answer. We did.

Question 10. What did he pay you for each key?

Answer. He paid us four cents.

Question 11. Are you acquainted with Henry C. Jones's patent for improvement in padlocks?

Answer. Yes; I have seen the patent and the locks.

Question 12 Is the brass lock before you, marked on the back "S. & S. E. X.," constructed on said patent?

Answer. It is.

Question 13. Is it of your personal knowledge that an agent from the General Post Office, at Washington City, came to Newark and gave directions as to the construction of the iron padlocks for the United States mails?

Answer. Yes; I understood he was there from the Post Office Department when the alteration was made, and directing the same.

Question 14. Did you hear the name of said agent? If so, state it.

Answer. Mr. Johnson.

Question 15. Had you any conversation with him while here?

Answer. Yes; I did.

Question 16. Can you state in what the alteration consisted that the said Johnson authorized?

Answer. It was two hooks in addition, in the bottom and top.

Question 17. Was the lock, as previously intended to be constructed, in accordance with Henry C. Jones's patent, or was it to be with escapement tumblers?

Answer. It was to be with escapement tumblers.

(No questions by Mr. McPherson)

67½ Question. Do you know of any other matter relative to the claim in question?

Answer. I do not.

S. C. THOMSON.

No. 60.

Deposition of Diedrich Lassen.

Question 1. What is your name, occupation, age, and place of residence during the past year?

Answer. Diedrich Lassen; I am a locksmith; thirty-two years old, and reside at number thirty McWhorter street, in the city of Newark, Essex County, New Jersey.

Question 2. Have you any interest, directly or indirectly, in the claim in question?

Answer. I have not.

Question 3. Are you in any degree related to the claimant?

Answer. I am not.

Question 4. How long have you resided in the city of Newark, in the State of New Jersey?

Answer Since September, 1851.

Question 5. Have you ever worked for Mr. Henry C. Jones? and if so, please state when and how long.

Answer. I was; I worked from September, 1851, till June, 1853.

Question 6. Were you hired by Mr. Jones, or by other persons, to work in his manufactory?

Answer. I was hired by Mr Ritchie.

Question 7. On what did you principally work?

Answer. On railroad locks, when I first worked there.

Question 8. Were those railroad locks you speak of, of the kind of this brass lock, marked on the back "S. & S. E. X.?"

Answer. Same kind, though I did not remember the mark on them.

Question 9. Did you work, any part of the time above mentioned, on the iron padlocks manufactured by Henry C. Jones for the United States mails? If so, state, as nearly as you can, how long.

Answer. I did; I do not know exactly the time; about a year.

Question 10. Is this iron padlock, marked "A, S. C. P." on the parchment attached, of the kind on which you worked?

Answer. It is the same in principle and operation.

Question 11. Is the railroad lock referred to by you above, and the iron padlock, as above mentioned, constructed on the same principle?

Answer. They are not.

Question 12. In the manufacture of the mail locks what particular part of the work did you do?

Answer. After the springs and tumblers were constructed, I finished them and put them in the locks.

Question 13. Do you know what was the probable actual cost of each lock and key?

Answer. I do not know anything about it.

(No questions by Mr. McPherson.)

68 Question. Do you know of any other matter relative to the claim in question?

Answer. I do not.

DIEDRICH LASSEN.

No. 61.

Deposition of Henry C. Jones.

Question 1. What is your name, occupation, age, and place of residence for the past year?

Answer. Henry C. Jones; manufacturer of locks; age, fifty-two years; and reside at the corner of Green and Liberty streets, in the city of Newark, Essex County, New Jersey.

Question 2. Have you any interest, direct or indirect, in the claim which is the subject of inquiry?

Answer. I have not.

Question 3. Are you related in any degree to the claimant?

Answer. I am not.

Question 4. Are you a contractor with the United States for the furnishing of mail locks for the same? and if so, please state how long you have been such contractor.

Answer. I am such contractor, and have been nearly seven years.

Question 5. What kind of locks, that is, iron or brass, have you contracted to furnish, and have furnished, under such contract?

Answer. Mostly of iron; a few of brass, with iron shackles to distinguish them. The contract specifies iron locks.

Question 6. Do you recognize this iron lock, marked on the parchment attached "A, S. C. P.," as one of the kind of locks as manufactured and furnished by you under your contract to the United States government, to be used on its mails?

Answer. It looks something like it, but I cannot say whether it was manufactured in my establishment.

Question 7. After the contract was awarded to you, but before it was finally signed, or at any other time, was there any alteration made or authorized to be made, by any agent of the Post Office Department, in the construction of the mail locks you had agreed to make?

Answer. It was altered afterwards by the authority of the Postmaster General; that is, by an agent sent by him, as the agent stated.

Question 8. Do you know the name of that agent?

Answer. He said his name was Johnson.

Question 9. Did you learn from him what position he occupied in the Post Office Department?

Answer. I did not, anything further than that he was sent to improve the lock by his suggestions.

Question 10. Were you at any time, while a bidder for the contract, at the city of Washington?

Answer. I was.

Question 11. When Mr. Johnson, above mentioned, came to Newark to give you instructions as to the change in the construction of the
69 lock you had agreed to furnish, did you recognize him as a person you had seen in the department at Washington?

Answer. I had seen him.

Question 12. In what did the alteration authorized by him consist?

Answer. He wanted extra hooks put in to catch on the side of the shackle.

Question 13. Did you conform to his suggestions, and put in the extra hooks?

Answer. I did.

Question 14. How many locks of the construction authorized by said Johnson did you furnish to the United States, up to the 16th day of July, 1853?

Answer. I cannot exactly say; but over thirty thousand.

Question 15. Do you know whether the United States has continued to use locks manufactured and furnished by you, constructed with escapement tumblers and hooks?

Answer. They have ordered them from time to time, and I have furnished them.

Question 16. Are you yet a contractor with the government for the furnishing of such locks?

Answer. I am.

Question 17. What is the profit on each lock and key, under your contract with the government?

Answer. I do not think I can answer that; there are too many contingent expenses.

Cross-interrogatories by Mr. McPherson.

Question 1. When you made your bid for the contract with the Post Office Department did you put in a pattern lock?

Answer. I put a sample lock in.

Question 2. When your bid was accepted was it understood that you were to make locks according to that sample?

Answer. It was so understood.

Question 3. Was the addition of the two hooks introduced on the suggestion of Mr. Johnson, the only difference between the same lock and the lock which you afterwards made?

Answer. I think it was; and I did not know that I was infringing on any one by making the additions that I was instructed so to make.

Question 4. Who inspected the locks that were delivered by you under your contract prior to July, eighteen hundred and fifty-three?

Answer. I suppose the inspecting officer. I was ordered to deliver them at the inspecting office in Washington.

Question 5. Do you know personally that the Postmaster General, or any other government officer besides Mr. Johnson, was acquainted with the interior construction of the locks you made?

Answer. I do not know that they did They might have seen them.

Question 6. Has Mr. Nock brought suit against you for infringing his patent? If so, how has it terminated?

Answer. He brought a suit. I compromised it for a small amount, rather than have a litigation at law. I was then unwell, and my wife was very sick, and I agreed to compromise it and buy peace, for I was not in a situation to attend to it.

Question 7. Was Mr. Nock entirely satisfied with the arrangement you made with him?

Answer. He expressed himself so, and gave a written agreement that it should be final, which I have in my possession.

Question 8. In making that arrangement did you allow him a fair compensation for the use of his patent rights, supposing you had infringed it?

Answer. He calculated on getting something from the government, and it was part of the agreement that I was to be a witness in the suit of Mr. Nock against the government.

Question 9. What did you pay Mr. Nock in the said settlement?

(Question objected to by Mr. Street, as well as all other questions relative to the transactions in the settlement between Mr. Nock and Jones.)

Answer. He sued me for fifty thousand dollars, and it was but a small pittance that I gave him.

Question 10. Was the sample lock that you put into Post Office Department, when you made your bid, a patented article?

Answer. It was patented by a man in Europe as escapement tumblers, so I have understood.

Question 11. By whom was the sample lock made?

Answer. By Mr. Henry Ritchie, as near as I can recollect.

Direct examination resumed.

Question 1. Had you not purchased Nock's patent escapement tumbler locks, in Philadelphia, previous to the making of the model lock by Mr. Richie, on which you obtained your contract?

Answer. I never purchased a padlock in Philadelphia, but I purchased a trunk lock of Mr. Nock, if I remember rightly.

Question 2. Are you sure that the trunk lock purchased by you did not contain escapement tumblers?

Answer. I am not sure that I bought any, and do not recollect how it looked; and I did not get up the padlock in my shop.

Question 3. Do you know whether Mr. Ritchie had seen the lock or locks obtained by you of Mr. Nock, in Philadelphia, previous to his making the model lock above-mentioned?

Answer. I ask him if he had; he said he had not; he got it up of his own mind. The first, the escapement tumblers, I have not that lock, and do not know that he ever saw it.

Cross-interrogatories resumed.

Question 1. Was the agreement which you made with Mr. Nock upon the settlement with him reduced to writing and signed by the parties?

Answer. It was, and is in my possession.

Question. Do you know of any other matter relative to the claim in question?

Answer. I do not.

H. C. JONES.

71 No. 62.

OFFICE OF THE AUDITOR OF THE TREASURY
FOR THE POST OFFICE DEPARTMENT.

I hereby certify that the within, marked 1 and 2, to be a true and correct transcript of the account of Henry C. Jones, contractor for furnishing the Post Office Department with mail locks and keys during the years 1852 and 1853, as audited and adjusted at this office.

In testimony whereof, I have hereunto signed my name and caused to be affixed my seal of office, at Washington, this 17th day of September, A. D. 1857.

[SEAL.]

WM J. PHILLIPS,
Auditor of the Treasury for the Post Office Department.

Henry C. Jones, contractor for furnishing mail locks and keys, in account with the United States.

1852.		Dr.
April 23.	For 2,982 iron padlocks, at 70 cents	$2,087 40
	For 4,925 keys for the same, at 10 cents	492 50
June 2.	For 3,736 iron mail locks, at 70 cents	2,615 20
	For 4,989 keys for same, at 10 cents	498 90
July 2.	For 3,000 iron mail padlocks, at 70 cents	2,100 00
	For 3,200 keys for same, at ten cents	320 00
July 8.	For 250 patent brass mail locks, for the use of the United States and Canada, at 70 cts	175 00

July 8.	For 124 iron keys, at 10 cents		$12 40
July 21.	For 3,298 iron way mail locks, at 70 cents		2,308 60
Aug. 18.	For 2,248 iron mail locks, at 70 cents		1,573 60
	For 4,695 keys for the same, at 10 cents		469 50
Sept. 10.	For 3,600 iron mail locks, at 70 cents		2,520 00
	For 3,308 keys for same, at 10 cents		330 80
Aug. 13.	For one patent iron safe lock		30 00
Sept. 28.	For 2,098 iron mail padlocks, at 70 cents		1,468 60
	For 2,008 keys for same, at 10 cents		200 80
Oct. 28.	For 2,998 iron padlocks, at 70 cents		2,098 60
	For 3,000 keys for the same, at 10 cents		300 00
Nov. 22.	For 1,040 iron mail padlocks, at 70 cents		728 00
	For 1,897 keys for same, at 10 cents		189 70
1853.			
Jan. 19.	For 2,498 iron mail padlocks, at 70 cents		1,748 60
Jan. 19.	For altering 12,600 iron mail locks, at 8 cents		1,008 00
March 2.	For altering 1,800 mail locks, at 8 cents	$144 00	
	Credit by 174½ pounds scrap brass, (being broken mail locks received from Post Office Department,) at 11 cents per pound	19 19½	
			124 80
March 2.	For 3,000 iron mail locks, at 70 cents		2,100 00
	For 2,976 iron keys for same, at 10 cents		297 60
Mar. 22.	For 2,548 iron mail padlocks, at 70 cents		1,783 60
May 31.	For 4,923 iron way mail locks, at 70 cents.	$3,446 10	
	Credit by 268 pounds of old brass, at 11 cents per pound	29 48	
			3,416 62
July 28.	For 2,031 iron mail padlocks, at 70 cents	1,421 70	
	Credit by 653 pounds of old brass padlocks, at 11 cents	71 83	
			1,349 87
			32,348 69

		Cr.
1852.		
April 24.	By warrant on the assistant treasurer of the United States at New York	$2,579 90
June 10.	By warrant on the assistant treasurer of the United States at New York	3,114 10
July 6.	By warrant on the assistant treasurer of the United States at New York	2,420 00
July 20	By draft on the postmaster at Newark, New Jersey	187 40
July 30.	By draft on the postmaster at Newark, New Jersey	2,308 60
Aug. 24.	By warrant on the assistant treasurer of the United States at New York	2,043 10
Sept. 13.	By warrant on the assistant treasurer of the United States at New York	2,850 80
Sept. 27.	By draft on the postmaster at Newark, New Jersey	30 00
Oct. 1.	By warrant on the assistant treasurer of the United States at New York	1,669 40
Nov. 2.	By warrant on the assistant treasurer of the United States at New York	2,398 60
Nov. 24.	By warrant on the assistant treasurer of the United States at New York	917 70

1853.		
Jan. 24.	By draft on the postmaster at Newark, New Jersey..	$1, 748 60
Jan. 24.	By draft on the postmaster at Newark, New Jersey..	1, 008 00
Mar. 3.	By draft on the postmaster at Newark, New Jersey..	124 80
Mar. 3.	By draft on the postmaster at Newark, New Jersey..	2, 397 60
Mar. 30.	By warrant on assistant treasurer and draft on the postmaster at Newark	1, 783 60
June 8.	By warrant on the assistant treasurer of the United States at New York.....	3, 416 62
Aug. 1.	By warrant on the assistant treasurer and draft on the postmaster at Newark, New Jersey.....	1, 349 87
		32, 348 69

72 No. 63.

The deposition of Doctor Charles G. Page, taken at the request of T. G. Clayton, esq., counsel for the claimant, at the solicitor's office, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is Charles G. Page; my occupation, a patent solicitor; my age is forty-eight years; my residence the past year, Washington City; I have no interest, direct or indirect, in the claim which is the subject of inquiry; and am in no degree related to the claimant.

First interrogatory by the counsel for the claimant. Have you not been frequently before the co urts, as an expert, to testify in patent cases?

Answer. I have.

Second interrogatory. Will you please to point out the difference between the lock of Joseph Nock, now shown you, marked "Exhibit B, S. C. P.," and the lock of Parsons, referred to in the drawing now in your hand?

Answer. There are some points of resemblance in these two locks, namely: both involving the use of a tumbler with hooks or catches on either side of the shackle, and some other points common to padlocks. But there is one essential point of difference. In Parsons's lock the end of the shackle is perforated to admit the hooks of the tumblers, while in Nock's lock the end of the shackle is not perforated, but is provided with notches on either side to receive the hooks of the tumblers. There is nothing in the drawing of Parsons's lock before me to show any difference in the form of that part of the tumbler or tumblers upon which the key operates. There is an appearance of more than one tumbler in Parsons's lock, and if the drawing is to be relied upon in that particular, the operation of the lock of Parsons is different from that of Nock; especially so in regard to security against picking, Nock's being the most secure.

Third interrogatory. Is there any evidence in the drawing of Parsons's lock, showing the tumblers to be escapement tumblers, as described in Nock's patent? and from the drawing before you do you think Parsons's tumblers can operate as escapement tumblers?

Answer. I think the tumblers in Parsons's lock might be called escapement tumblers.

Fourth interrogatory. Please state in what they differ as escapement tumblers.

Answer. So far as their escapement character is concerned I see no essential difference in the tumblers. The escapement action is essentially
73 the same although produced by a different form and arrangement of the tumblers.

Fifth interrogatory. Please state whether the lock marked "A, S. C. P.," is essentially the same in principle as Nock's lock.

Answer. The locks marked "A, S. C. P.," is essentially the same in principle as Nock's lock, now before me, marked "B, S. C. P." The two operate upon the same principle of security against picking.

Sixth interrogatory. Do you think that Nock's lock possessed patentable features over Parsons's lock at the time the patent was granted to Nock?

(Objected to, because the inquiry is not confined to the improvements in the lock which was claimed.)

Answer. I should consider that the difference between the two locks, as given by me in answer to the second interrogatory, ought to have entitled Mr. Nock to a patent for the same.

Cross-examination by the deputy solicitor.

First cross-interrogatory. Is it not old to make shackles with the end notched for the bolt or tumbler?

Answer. It is.

Second cross-interrogatory. Is it not older than Mr. Nock's patent?

Answer. It is.

Third cross-interrogatory. Do the notches in the shackle of Nock's lock, patented July 16, 1839, form any part of the subject-matter claimed by him as new in said patent?

Answer. The notches or catches on the shackle are described and represented as of a particular form and relation to each other on the shackle, and as adapted to receive and hold the escapement tumblers. In the specification of claim the word notches is not mentioned, the claim referring back to the description for the construction and operation of the tumblers, in the manner set forth in that description.

Fourth cross-interrogatory. Did you find such notches in the lock marked "Exhibit A, S. C. P.?"

Answer. I find, essentially, those two notches in this exhibit, the difference being in the extent of the back notch.

Fifth cross-interrogatory. The back notch is a perforation through the shackle, is it not?

Answer. It is not. That part which acts as the back notch is made by cutting through the shackle.

Sixth cross-interrogatory. Is there not a perforation through the shackle into which the back hooks of the tumblers enter?

Answer. There is.

Seventh cross-interrogatory. Are the projections on the ends of the tumblers on which the key acts in Nock's lock claimed or described in his patent?

Answer. The projections referred to are described in Nock's patent, and constitute an essential part of his claim. They are not referred to as projections, but are clearly set forth in the drawings, their character being shown by their difference of form and the peculiar form of the key, and their purpose distinctly referred to in the description.

74 Eighth cross-interrogatory. Please state in what words of the claim these projections are referred to.

Answer. In the following words, viz: "Escapement tumblers constructed and operating in the manner set forth."

Ninth cross-interrogatory. Is it not usual, and was it not common before the date of Nock's patent to give to bolts or locks similar projections for the key to act on, in order to raise or withdraw the bolt?

Answer. I believe it was.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not.

CHARLES G. PAGE.

Sworn to and subscribed before me this 25th day of April, 1860.

EDMUND F. BROWN, *Commissioner.*

No. 64.

Jacob Hall Clark, a witness produced, sworn, and examined on the part of the claimant, deposeth and saith as follows:

My name is Jacob Hall Clark; I am at the present time in the artificial limb making business; I was a machinist at the time I gave my first affidavit; I am forty years of age; I have resided for the past year at No. 2,023 Cherry street, in the city of Philadelphia; I have no interest, direct or indirect, in the claim which is the subject of inquiry; I am not related in any degree to the claimant, Joseph Nock.

Question. Have you any knowledge of the patents or improvements of the locks of Mr. Nock?

Answer. Yes, sir; I have.

Question. At what have you heretofore assessed their value?

Answer. At fifty thousand dollars; but, with a man of the energy and talent of Mr. Nock, I think he could have made double or treble that amount.

Question. On what peculiarity in the patent or in the locks do you base that opinion?

Answer. It is in the making of the wards of the lock in such a manner and construction of the key that by the trying to unlock by a false key not expressly made for the lock, by throwing the wards out of their regular positions, would still lock the lock as tight almost as before they commenced. I believe it to be almost an impossibility to pick it. I believe it also to be the best lock that the United States could have for their mail, for the Post Office Department.

Question. Do you know whether the United States continue to use the patent in their mail locks?

Answer. Not at the present, I do not; but at the time I made an affidavit, May 20, 1852, they did use them.

Question. Do you know of any other lock in use, in your estimation, as valuable as Nock's patent locks?

75 Answer. No, sir; not for the purpose of the Post Office Department.

Question. Do you know of any other matter relative to the claim in question?

Answer. No, sir; nothing that I know of.

Cross-examined by Mr. McPherson for the United States.

Question. Are you aware that Mr. Nock has several patents and improvements; and does your answer to the first interrogatory apply to them all equally?

Answer. My answer has reference to the lock used by the Post Office Department on their mail bags—the padlocks, as they are termed.

Question. Did the United States ever use any of Mr. Nock's locks upon their mail bags? if so, where did you see the lock of Mr. Nock which you describe?

Answer. I believe that they have used them, from what I have understood from Mr. Nock. I have seen the lock of Mr. Nock, which I describe, in his store, his place of business.

Question. In estimating the value of that lock at fifty thousand dollars, do you mean that it had a market value, and could have been sold by Mr. Nock at that price? I mean the patent.

Answer. Yes, sir; I think more. I think it was worth one hundred thousand dollars, and could have been sold for fifty thousand.

Question. When you say that Mr. Nock, with his talent and energy, could have made double or treble the amount of fifty thousand dollars, do you mean to intimate that some obstacle prevented his doing so? and if so, what was that obstacle?

Answer. From information received from Mr. Nock, it was in violation on the part of the United States of a contract between him and the United States. I mean that such violation was the obstacle to Mr. Nock making this amount.

Question. I presume then, Mr. Clark, that you have no personal knowledge of that violation?

Answer. No, sir; no personal knowledge.

Question. Have you any knowledge of the difference between Mr. Nock's patent of 1838 and that of 1839, and of an improvement made by him subsequent to 1839, and of the peculiarities of each?

Answer. I have not.

Question. Have you any reason to believe that the government used Mr. Nock's locks upon the mail bags other than from information from him?

Answer. Nothing, only from what I have seen of the shape of the lock on the mail bags, and the stamp.

Question. What was the stamp?

Answer. "H. C. Jones's patent," on one side, and "U. S. mail, 1852," on the other.

Question. What date does this estimate of yours as to the value of the patent refer to?

Answer. I mean, commencing from the date of the patent up to the time I made the former affidavit, in 1852.

76 Question. Do you base this estimate in any degree upon its peculiar value to the Post Office Department, or as a padlock generally, or both?

Answer. Both; as a padlock in general.

Question. Do you think the patent would have been worth fifty thousand dollars if the government had not wanted such a lock?

Answer. Yes, sir.

Question. Do you think, Mr. Clark, that there would have been much of a demand for a fine and costly padlock of that description?

Answer. I think Mr. Nock could have sold all the locks he could have made; I do not think he could have met the demand.

Question. Would the making by the United States of such locks for their own use, under an assignment from Mr. Nock, seriously impair the market value of his patent?

Answer. I think this would depend on circumstances of course. Not knowing the circumstances I could not make a statement or answer the question.

Question. Are you sufficiently acquainted with the market value of things to say whether an infringement of a patent injures its market value?

Answer. I believe, when a patentee allows an infringement—allows persons to infringe his patent—of course it injures its value.

Question. Would an infringement by the United States have that effect, as no presumption could arise in that case that it was done with the permission of the patentee, but that he could not prevent it?

Answer. I can't see that I can give any other answer to this question than I did to the last one.

Re-examined on the part of the claimant.

Question. Mr. Clark, how many locks lie before you on the table? [Locks marked "A, S. C. P.," and "B, S. C. P.," by commissioner.]

Answer. There are two there now.

Question. How are they marked on the outside?

Answer. One is marked "H. C. Jones's patent, U. S. mail, 1852," the other "J. Nock's patent, Washington, D. C."

Question. Are those locks open so that you can examine the construction of the inside?

Answer. Yes, sir.

Question. Is the construction of the interior of both upon the same principle?

Answer. Yes, sir.

Question. Would a patent made a monopoly of by the government be more or less valuable than if left free to the use of the public?

Answer. I think the government should pay to the patentee a full valuation of what that man could make from his patent. They should pay whatever he could get for it from another person, or what he could make out of it.

Question. Would McCormick's reapers, for example, patents for planing machines, Colt's revolvers, and like patents, have had the value in
77 the hands of the government that they have had lying open to the public, that it would have possessed in the hands of the patentee?

Answer. I don't think the government would give for any such patent as much as the patentee himself would make out of it.

Recross-examined by Mr. McPherson for the United States.

Question. What would be the present worth of this patent now if it had fourteen years to run, and had no incumbrance upon it?

Answer. I believe if this patent were taken out to-day, and if there have been no improvements in locks since it was first taken out, it would be as valuable to-day as I have stated. I know of no such improvements.

JACOB H. CLARK.

STATE OF PENNSYLVANIA, *City of Philadelphia, ss:*

On this 14th day of February, A. D. 1859, personally came Jacob H. Clark, the witness above named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the above and foregoing deposition were written down by the commissioner, and then proposed by him to the witness, and the answers thereto were written down by the commissioner, in the presence of the witness, who then subscribed the deposition in the presence of the commissioner. The deposition of Jacob H. Clark, taken at the request of Joseph Nock, to be used in the investigation of a claim against the United States, now pending in the Court of Claims in the name of said Joseph Nock. The adverse party was notified; did attend, by John D. McPherson, esq., deputy solicitor of the United States, and did not object.

SAMUEL C. PERKINS
Commissioner Court of Claims.

Fees of witness, attendance one day	$2 50
Commissioners fees	4 50

No. 65.

William Steinmetz, a witness produced, sworn, and examined on the part of the claimant, deposeth and saith as follows:

My name is William Steinmetz. I am a locksmith and machinist. I am forty-nine years of age next September. I have resided for the past year at No. 18 Franklin Place, in the city of Philadelphia. I have no interest, direct or indirect, in the claim which is the subject of inquiry. I am not related in any degree to the claimant, Joseph Nock.

Question. Do you know whether Joseph Nock ever obtained a patent or patents for improvements in locks? If so, how many patents?

Answer. Yes, sir; I do not know how many, but one particular padlock that I took notice of.

78 Question. Did you ever work for or with Mr. Nock after he had obtained his patent for padlocks?

Answer. No, sir.

Question. Are you well acquainted with the improvement on padlocks, to which you refer?

Answer. Yes, sir; when he first had the patent he showed it to me. I've looked all over it; I've seen it several times.

Question. How many locks are lying before you on the table? [Locks marked "A, S. C. P.," and "B, S. C. P.," by commissioner.]

Answer. There are two here.

Question. How are they marked?

Answer. The brass lock is marked "Joseph Nock's patent, Washington, D. C.;" the other is marked "H. C. Jones's patent" on one side, and on the other, "U. S. mail, 1852."

Question. Is the inside of both the locks before you constructed upon the same principle?

Answer. Yes, sir; pretty near the same. The construction is different, but the principle is the same.

Question. Is the principle in both the locks before you the same as in Nock's patent, to which you refer?

Answer. Yes, sir; there is a little difference in wards and springs in the construction of the locks; but the principle is the same in both.

Question. Are they both constructed with escapement tumblers?

Answer. Yes, sir.

Question. Have you ever heretofore given testimony in favor of Joseph Nock, against the United States?

Answer. Yes, sir.

Question. In that testimony, do you remember at what price you valued his patent for improvements in padlocks?

Answer. If I recollect right, I valued the patent which I now see before me at eighty thousand dollars.

Question. If the patent were free and unincumbered at this time and had fourteen years to run, what would you estimate its value at now?

Answer. Well, I should think it ought to be worth a great deal more. It is a hard thing to say, but I should think it ought to be worth from one hundred and fifty thousand to two hundred thousand dollars.

Question. If the patent were yours to-day, and had fourteen years to run, at what would you value it?

Answer. I wouldn't be uneasy to say that I might make fifty thousand,

two hundred thousand, three hundred thousand, four hundred thousand dollars. Well, I could not say; that is a matter in business.

Cross-examined by Mr. McPherson for the United States.

Question. In your estimates of the value of Mr. Nock's patent, do you state the amount which a man ought to make out of it, or what it could be sold for?

Answer. In the estimate of value, I have estimated the amount
79 which Mr. Nock might have made out of it by working it himself. He could have made more by selling the patent.

Question. What do you think a license would be worth to make forty thousand locks under this patent, supposing the locks themselves to be worth one dollar and the key fifteen cents?

Answer. I should judge about five thousand dollars.

The witness states in conclusion that he does not know of any other matter relative to the claim in question.

WM. STEINMETZ.

STATE OF PENNSYLVANIA, *City of Philadelphia, ss:*

On this fourteenth day of February, anno Domini one thousand eight hundred and fifty-nine, personally came William Steinmetz, the witness above named, and after having been first sworn to tell the trath, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed by him to the witness; and the answers thereto were written down by the commissioner, in the presence of the witness, who then subscribed the deposition in the presence of the commissioner. The deposition of William Steinmetz, taken at the request of Joseph Nock, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of the said Joseph Nock. The adverse party was notified, did attend by John D. McPherson, esq., deputy solicitor of the United States, and did not object.

SAM. C. PERKINS,
Commissioner Court of Claims.

Fees of witness, attendance one day	$1 50
Commissioner's fees	3 00

Charles F. Helffricht, a witness produced, sworn, and examined on the part of the claimant, deposeth and saith as follows:

My name is Charles F. Helffricht; I am one of the aldermen of the city of Philadelphia, and have been a mathematical instrument maker, and still conduct that business; I am forty-two years of age; I have resided during the past year at No. 240 South Front street, in the city of Philadelphia; I have no interest, direct or indirect, in the claim which is the subject of inquiry. I am not related in any degree to Joseph Nock, the claimant.

Question. Are you acquainted with Joseph Nock's patent improvement on padlocks?

Answer. Yes, sir; this is the lock that I allude to. Lock marked "B, S. C. P.," by the commissioner.

Question. How many locks lie before you on the table?

Answer. There are two locks, marked "A, S. C. P.," and "B, S. C. P.," by commissioner.

80 Question. Will you describe them by their marks?

Answer. One, the brass one, is marked "Joseph Nock's patent, Washington, D. C.;" the other is marked "H. C. Jones's patent, U. S. mail, 1852"

Question. Is the inside construction of those two locks upon the same principle?

Answer. Yes, sir; I should take them both to be Nock's locks were it not for the different names marked upon them.

Question. Please unlock the iron lock, marked "H. C. Jones," and say whether it is constructed with escapement tumblers.

Answer. Yes, sir.

Question. From your acquaintance with locks, at what amount would you assess the value of Nock's patent, to which you have referred, if it had fourteen years to run?

Answer. I would have to give the same answer I gave before Alderman Freeman in 1852, which was fifty thousand dollars, and in the hands of an enterprising capitalist double that amount.

Cross-examined by Mr. McPherson, for the United States.

Question. In the estimate that you make of fifty thousand dollars, do you mean that it would be worth that to Mr. Nock to work it, or could he sell it for that amount?

Answer. I mean that if Mr. Nock had worked it, it would have realized fifty thousand dollars to him, and if it had been sold to enterprising parties, they might have realized one hundred thousand dollars profits in fourteen years.

Question. Does not the success of such enterprises, that is, of making patented articles, depend almost exclusively upon the business qualifications and capital of the persons who conduct them; and is there not a great deal of competition in the business of making padlocks under different patents and upon different models?

Answer. To the first branch of the question I answer yes, sir, the success of such enterprises does so depend; and to the second branch of the question I also answer yes, sir, there is a great deal of such competition.

Re-examined on the part of the claimant.

Question. How long have you been acquainted with Joseph Nock?

Answer. I think twenty years.

Question. Have you known him as a skillful mechanic?

Answer. Yes, sir.

Question. Have you any knowledge of any construction of padlock that you esteem of equal value with his?

Answer. No, sir, I use Nock's locks in preference to any other.

Recross-examined by Mr. McPherson for the United States.

Question. Have you had much experience in padlocks?

Answer. No, sir.

Question. You are not then acquainted with the variety of patents and models?

81 Answer. No, sir.

The witness states in conclusion that he does not know of any other matter relative to the claim in question.

CHAS. F. HELFFRICHT.

STATE OF PENNSYLVANIA, *City of Philadelphia, ss:*

On this fifteenth day of February, anno Domini one thousand eight hundred and fifty-nine, personally came Charles F. Helffricht, the witness above named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the question contained in the within and foregoing deposition were written down by the commissioner and then proposed by

him to the witness, and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner. The deposition of Charles F. Helffricht, taken at the request of Joseph Nock, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of the said Joseph Nock. The adverse party was notified, did attend by John D. McPherson, esq., deputy solicitor of the United States, and did not object.

SAMUEL C. PERKINS,
Commissioner of the Court of Claims.

Fees of witness, attendance one day..... $1 50
Commissioner's fee..... 3 00

No. 67.

Depositions of witnesses taken before Samuel C. Perkins, commissioner of the United States Court of Claims, at his office, No. 627 Walnut street, in the city of Philadelphia, State of Pennsylvania, on the second day of January, anno Domini eighteen hundred and sixty, at nine o'clock in the forenoon of said day. John D. McPherson, esq., deputy solicitor of the Court of Claims, attending on behalf of the United States, and the claimant himself attending in person, said deposition to be used in the above case, now pending in the United States Court of Claims.

Conrad Liebrich, a witness produced, affirmed, and examined on the part of the United States, deposes and says, as follows:

My name is Conrad Liebrich; my occupation is a locksmith; my age is fifty years; my place of residence for the last twenty years has been Eighth street, between Chestnut and Walnut, in the city of Philadelphia. I have no interest, direct or indirect, in the claim which is the subject of inquiry. I am not related in any degree to the claimant, Joseph Nock.

Question. Are you engaged in the manufacture of locks?

Answer. Yes, sir.

Question. Do you manufacture padlocks and other kind of locks?

Answer. Padlocks and trunk locks are my principal business.

82 Question. Are you acquainted with Joseph Nock's patent padlock?

Answer. Yes, sir.

Question. For what price do you think the exclusive right to make and vend those padlocks could have been sold at any time from the year eighteen hundred and forty to the year eighteen hundred and fifty-four?

Answer. That is very hard to tell for me. The lock was then a very valuable one, for it was the first secure self-locking lock.

Question. Could not the right have been sold for fifty thousand dollars?

Answer. I should think five or six times that amount at that time for the whole of the United States.

Question. Do you mean simply that the right to make and sell the locks could have been sold for such a sum?

Answer. Well, when the right is sold, it is both the right to make and sell the locks. It would have been worth that much at least to give up the exclusive right to make and sell the locks.

And in conclusion he states: I know nothing of any other matter relative to the claim in question except what I have been told by others.

C. LIEBRICH.

STATE OF PENNSYLVANIA, *City of Philadelphia, ss:*

On the second day of January, anno Domini eighteen hundred and sixty,

personally came Conrad Liebrich, the witness above named, and having been first affirmed to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner and then proposed by him to the witness, and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner. The deposition of Conrad Liebich, taken at the request of the United States, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock. The adverse party was notified, (as appears by the original notice hereto annexed, with acceptance of service thereon indorsed,) did attend, and did not object.

[SEAL.] SAMUEL C. PERKINS,
Commissioner of the Court of Claims.

Fees of witness	$1 50
Commissioner's fees	4 60

No. 68.

Deposition in the matter of the above-entitled claim, taken upon oral interrogatories.

1859, FEBRUARY 17TH.

The parties appeared at the office of John C. Devereux, commissioner of the Court of Claims, the claimant in person and by Mr. Street, his counsel, and the government by Mr. McPherson, the deputy solicitor.

83 William L. Haskins, a witness produced for the claimant, being first duly sworn, deposed and said:

My name is William L. Haskins; I am a broker in real estate at present; my age forty years and upwards; I have resided the past year at the city of Brooklyn, which is my regular place of residence; I have no interest, direct or indirect, in this claim which is the subject of inquiry; I am not related to the claimant in any way.

Question. Are you acquainted with Joseph Nock, the claimant, and with his patented improvement on locks?

Answer. I am.

Question. Have you ever had occasion to put any estimate upon the value of his improvement in locks? and if so, state when and the circumstances.

Answer. During the years, or somewhere about the years 1852, 1853, and 1854, my attention was called to the whole subject of Mr. Nock's locks and claim, and my mind was occupied in the effort to aid and assist him in the formation of a company and the obtaining a suitable location for the purpose of manufacturing his locks. And about 1854 I succeeded in finding him an eligible location at Gaylord's Bridge, on the Housatonic Railroad, embracing a large building, land, and water-power, which the parties owning offered to put in order upon the terms agreed upon for the establishment of a manufactory of locks; and also in finding parties who were willing to subscribe to the stock of a company upon the plan stated by me, in my own handwriting, at that time, at a valuation which I and the parties together had fixed upon the patent, of $200,000. The stock of the company was to be $200,000.

Question. In that plan, what part of the $200,000 was to be issued in stock to Mr. Nock for his patent?

Answer. One half, or $100,000, was to be issued to Mr. Nock in stock, in consideration of the conveyance to the company by him of his patent right.

Questions. Are the arrangements referred to in your answers contained in the papers now produced?

Answer. They are; that is, the arrangements for the formation of the company and the issuing to Mr. Nock of the stock.

(The papers referred to in the last question and answer are appended, marked, respectively, "A," "B," "C.")

Question. Were those arrangements ever consummated?

Answer. They were not.

Question. Why were they not?

Those arrangements were predicated upon the idea that Mr. Nock possessed the power to convey to the company a good and sufficient title to his patents, and when we came to the points of the execution of his paper, the title appeared to be so involved that the parties thought they could not safely go into the arrangement.

Question. If Mr. Nock at that time had had full possession of his patent, would the arrangements have been consummated?

Answer. The parties were at that time very anxious indeed to consummate the arrangement, both those who owned the land and those who
84 were to subscribe in forming the company, and I am as confident as possible that the arrangement would have been consummated had Mr. Nock possessed the power to complete his part.

Question. Is it within your personal knowledge that the persons who were to subscribe in forming the company, other than the owners of the land, were men of capital?

Answer. They were men of capital. Some of those who owned the land also were to subscribe, and were men of capital.

Question. Has the organization of companies for manufacturing purposes been common in the New England States?

Answer. I know it to be very common in this State and in Connecticut.

Question. Is the brass padlock now produced by you a specimen of the patented lock for the manufacturing of which your proposed company was to be formed?

Answer. It is.

(The padlock referred to in the last question and answered was marked by the commissioner "D.")

Question. Was it understood that Mr. Nock was to be employed as superintendent of construction by the proposed company? and if so, why?

Answer. It was so understood; and he was to be so employed in consequence of what we knew of his skill and talent for the business.

The witness was cross-examined by Mr. McPherson.

Question. Do you remember the particulars of the difficulty in Mr. Nock's title which prevented the consummation of the arrangement referred to in your direct examination?

Answer. So much time has elapsed that the subject has been dismissed from my mind, and I cannot now recall the particulars.

Question. In your first answer on the direct examination you speak of your attention being called to Mr. Nock's locks and claim. Did you take any part in the prosecution of that claim before Congress and the departments?

Answer. I did not.

Question. Did you take any part in support of the application for a renewal of his patent before Congress and the departments?

Answer. I did not.

Question. Is it to be understood that the arrangement you have spoken of for the formation of a company was based upon the condition that Mr. Nock could and would convey to the company an exclusive right, secured to him

by letters patent, to make the lock of which a specimen, marked "D," has been produced?

Answer. Yes, sir; it was.

Question. Had you made arrangements to sell the stock which was to be donated to produce working capital, or did your arrangements only extend to the formation of the company?

Answer. I had made arrangements to dispose of a portion of that stock, enough to produce $22,000, and that was all that was needed to commence operations.

Question. Have you had any personal experience in the manufacture of padlocks, or any patented article of the kind?

85 Answer. I have not had any personal experience, but in this enterprise I was connected with a gentleman who had been long established in a large wholesale hardware business in Pearl street, New York, who was also largely engaged in iron machinery, and who was to become one of the subscribers to the stock.

Question. Was not the failure of Mr. Nock to procure a renewal of his patent a fatal obstacle to the consummation of the arrangements above spoken of?

Answer. I cannot say, except as before answered.

Question. Was it then known or believed that padlocks upon this principle were in use upon the government mails?

Answer. It was believed that Mr. Nock's locks were in use upon the government mails, because we knew he had made a contract with the government for the manufacture of those locks; and it was also believed that some portions of the padlocks then in use by the government were Mr. Nock's patent, though professing to be of somebody else, but the company were not, in their manufacture of locks, to be confined to any particular description, and were to embrace a great variety of locks, of which we had specimens. Among the rest, a front door lock and night latch, mounted on a large size front door and frame, which I had on exhibition at my office for several months, and which was also exhibited at the Crystal Palace fair, in this city, with a great variety of locks of Mr. Nock's patent.

Question. Are you aware that Mr. Nock has more than one patent embracing different principles?

Answer. I think I have heard he had more than one patent, but am not aware they embraced different principles.

General question.

Question. Do you know any other matter relative to the claim under inquiry?

Answer. I don't know anything but what I've answered.

WILLIAM L. HASKINS.

UNITED STATES OF AMERICA, *State, City, and County of New York, ss:*

On this eighteenth day of February, A. D. 1859, before the undersigned, a commissioner of the Court of Claims, personally came William L. Haskins, the witness within named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed by him to the witness; and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The said deposition was taken at the request of Joseph Nock, the claimant, to be used in the investigation of a claim against the United States,

now pending in the Court of Claims, in the name of the said Joseph Nock. Mr. McPherson attended for the government.

JOHN C. DEVEREUX,
Commissioner of the Court of Claims.

86 A.

Nock's Patent Lock Company.—Capital $200,000, shares $10.

One half of the capital stock to be issued to Joseph Nock in consideration of the conveyance to the company of his patent rights, when he and the proprietors of the remaining half given by the company for the land and water-power, are to donate each one third of their stock to the company for working capital. Of the 6,667 shares owned then by the company, it is proposed to sell one half or 3,333 shares at six and two thirds dollars per share of which $1 per share to be paid down in 3 mo.; $1 per share to be paid down in 6 mo.; $1 per share to be paid down in 9 mo.; $1 per share to be paid down in 12 mo.; $1 per share to be paid down in 15 mo.; $$\frac{2}{3}$$ per share to be paid down in 18 mo.; producing in all the sum of $22,222.

We, whose names are hereto subscribed, agree to take the number of shares of the capital stock of the Nock's Patent Lock Company of the par value of ten dollars, each at the rate of six and sixty-six two thirds dollars per share, and to pay for the same to the treasurer of said company, as stated in the preamble thereto.

New York, May 27, 1854.

Names.	No. of shares.	Total.

This paper is referred to in the above deposition as A.

JOHN C. DEVEREUX,
Commissioner of Court of Claims.

B.

We, Joseph Nock, William L. Haskins, Jonah Newton and J. F. D. Lobstein, desiring to form a company pursuant to the provisions of an act of the legislature of the State of New York, entitled "An act to authorize the formation of corporations for manufacturing, mining, mechanical, or chemical purposes," passed February 17, 1848, and the acts in addition thereto and in alteration thereof, do hereby certify that we have associated ourselves for that purpose under the name of the Nock's Patent Lock Company, for the purpose of making and vending locks, castings and other things connected therewith, and dealing in the same, and for the further purpose of buying and owning lands and real estate, erecting buildings and other structures, and constructing machinery, roads, cars and other means of transportation useful for facilitating the business of said company, and the same to alter and dispose of at pleasure, and generally to buy and own all
87 materials to be used for these purposes; that the capital stock of said company is fixed and limited at the sum of two hundred thousand dollars to be divided into twenty thousand shares; that the term of the existence of said company shall be fifty years; the number of trustees to man-

age the concerns thereof, and the following are the names of such trustees for the first year, to wit: and that the operations of said company are to be carried on in the city and county of New York.

CITY AND COUNTY OF NEW YORK, *State of New York, ss:*

On this day of , A. D. 1854, before me personally came Joseph Nock, and known to me to be the same persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

This paper is referred to in the above deposition as B.

JOHN C. DEVEREUX,
Commissioner of the Court of Claims.

C.

The stockholders of the Nock's Patent Lock Company having conformed to all the preliminary requisitions of an act of the legislature of the State of New York to authorize the formation of corporations for manufacturing, mining, mechanical, or chemical purposes, passed February 17, 1848; and having thereby become incorporated by their said title, do hereby, for the management and disposition of the stock and business affairs, and for the government of said company, make and adopt the following by-laws:

I. The election of trustees to manage the concerns of the company shall be held at an annual meeting of the stockholders, to be convened in the city of New York on the second Monday of January in each year. The number to be elected shall be , who shall respectively hold their offices until others be duly elected in their stead. Prior to such election at each annual meeting, the annual report, in conformity with the 12th section of the act of incorporation, shall be presented, and such other business transacted as may properly come before the company.

II. Special meetings of the stockholders may be called at any time in the discretion of the trustees, but shall always be convened upon the written requisition of the owners of one fourth of the stock issued by the company, and at least ten days' previous notice of all such meetings, as well as of the annual meeting, shall be given by advertisement in a daily newspaper published in the city of New York. Minutes of all proceedings shall be duly recorded in a book provided for that purpose.

III. The trustees shall elect one of their number to be president of the company and another to be chairman of the board of trustees. They
88 shall appoint an executive (standing) committee, to consist of three trustees. They shall also appoint a secretary, treasurer, and such other officers, agents, and servants as may in their judgment be necessary; pay such compensation, and prescribe such duties for those employed by the company as they shall deem fit and proper. They shall provide a common seal, cause the same to be attached to such vouchers and papers as may be proper, and provide for its safe-keeping as well as for the safe-keeping of all title deeds, bonds, mortgages, securities, and effects belonging to the company. They shall declare and pay to the stockholders, out of accruing profits, such semi-annual dividends as they shall deem expedient. They shall meet together as often as in their judgment, or that of the president, may be necessary for the transaction of the proper business of the company, by causing at least two days' previous notice, in customary form, of every such meeting to be given to each trustee, or sent to his usual address. But the secretary shall always issue a like notice for a meeting of the board on the written request of any two trustees. Minutes of all their proceedings in convention shall be duly recorded in a book provided and kept for that purpose.

They shall fill vacancies occurring in their own body, and of their number shall be necessary to form a quorum.

IV. The president shall preside at all meetings, unless absent; in which case the chairman of the board shall take his place and assume the duties of his office; and in the absence of both, a chairman pro tem. shall be chosen.

V. The province of the executive committee shall be to devise and, under direction and sanction of the board, from time to time, to execute all such measures as will tend to promote the best interests of the company, or otherwise may be devolved upon them.

VI. The secretary shall be the recording, corresponding, and notifying agent of the company, and perform such other duties as usually pertain to that office, or may from time to time, be devolved upon him. All books kept by him for the company shall be open at all reasonable times to the inspection of any stockholder.

VII. The treasurer shall have the custody of the funds of the company, and appropriate the same as authorized by the trustees; and whenever required by them, but always at the annual meeting, shall present to the board a detailed report of the finances. He shall, if required by the trustees, give to the company a bond, with surety to the satisfaction of the board, for the faithful discharge of his trust.

VIII. Every meeting may be adjourned from day to day until the business for which such meeting is convened shall be completed, and the owners present in person or by proxy, of not less than one fourth of the stock issued by the company, shall constitute a quorum for the transaction of business, excepting for the annual election.

IX. Certificates signed by the president and secretary to represent the capital stock may be issued for the number of shares disposed of, in such form as the trustees shall prescribe and establish, and transfers thereof may be made by the owner or by his authorized attorney, on the books of the company, but not otherwise. The person whose name shall appear on
89 such books as the holder of stock will be deemed to be the owner thereof, in the absence of proof, in the possession of the company, to the contrary.

X. The order of business at all meetings, except as provided in by-law I, shall be:

1st. Reading minutes of last previous meeting; no objection being made on such reading they shall stand approved without motion; otherwise, a vote shall be taken thereon.

2d. Reports from special committees.

3d. Reports from standing committees.

4th. Unfinished business.

5th. New business.

6th. Adjourned.

XI. These by-laws shall not be amended or altered unless after a proposition to amend or to alter, submitted at a duly convened meeting of stockholders, the owners present in person or by proxy, at the next regular meeting of two thirds of the stock which may then be issued shall vote in favor of such amendment or alteration.

This paper is referred to in this deposition as C.

JOHN C. DEVEREUX, *Commissioner.*

No. 69.

The United States of America to all to whom these letters patent shall come:

Whereas Joseph Nock, of Philadelphia, Pennsylvania, has alleged that he has invented a new and improved trunk lock, which he states has not

been known or used before his application; has made oath that he is a citizen of the United States, that he does verily believe that he is the original and first inventor or discoverer of the said improvement, and that the same hath not, to the best of his knowledge and belief, been previously known or used; has paid into the treasury of the United States the sum of thirty dollars, and presented a petition to the Commissioner of Patents, signifying a desire of obtaining an exclusive property in the said improvement, and praying that a patent may be granted for that purpose:

These are, therefore, to grant, according to law, to the said Joseph Nock, his heirs, administrators, or assigns, for the term of fourteen years from the 10th day of October, 1838, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement, a description whereof is given in the words of the said Joseph Nock, in the schedule hereunto annexed, and is made a part of these presents.

In testimony whereof, I have caused these letters to be made patent, and the seal of the Patent Office has been hereunto affixed. Given under my hand, at the city of Washington, this tenth day of October, in the
90 year of our Lord one thousand eight hundred and thirty-eight, and of the independence of the United States of America the sixty-third.

JOHN FORSYTH, *Secretary of State.*

Countersigned and sealed with the seal of the Patent Office.

[SEAL.] HENRY L. ELLSWORTH,
Commissioner of Patents.

The schedule referred to in these letters patent and making part of the same.

To all whom it may concern:

Be it known that I, Joseph Nock, of the city of Philadelphia and State of Pennsylvania, have invented a new and improved trunk lock, and do hereby declare that the following is a full and exact description: The lock is made of brass, and may be made of iron, or any other metal, and consists of one solid box, four tumblers, one bolt, one spring, one plate, one hasp, and a key, which number of pieces may be increased or diminished, according to the number of tumblers that are used. The tumblers are not of new invention, but are used in good locks only. The principal improvement for which I claim a patent is in the construction and position of the bolt, it being made with two right angles, which bring that part of the bolt which fastens in the hasp forward from the back part of the lock, where it is placed for the better adaptation of the tumblers thereto, for safety, as well as for convenience, in unfastening the lock for repairs. As the bolt works in a solid piece cast in the box, (which prevents a lateral motion,) back and front, and has a square pin cast near its center for the purpose of effectually securing by the tumblers when locked; it being so adapted by its construction that if the least increase or change in the key, other than that strictly fitted for the same used, the bolt cannot be moved, and consequently the lock cannot be opened. The tumblers, as described, are fastened with a pin, on which they play, (vide drawing,) may consist of two or more, the larger the number the greater the difficulty in opening the lock without the right key, as all of them must be accurately raised with the key at the same time; otherwise, the bolt cannot be moved. The principal improvement is in the construction and position of the bolt, which prevents its being moved, altered, or put out of order. This lock, when adjusted to the trunk by fastenings, which is commonly done with screws or rivets, will admit of being repaired by detaching the cast box which contains the lock, as described, and which is fastened by one screw only, the lock having no relation to the external

plate. The hasp, furnished with a hinge, has square shoulders, so as to prevent its bending below the lid of the trunk, consequently always accommodating itself to the bolt of the lock. The key must be neat and accurately made of iron or any other kind of metal; it has no letters or words, but requiring to be very exact fitted to the internal structure of the lock. The springs applied to the tumblers are the same as generally applied to the different locks. The respective parts are shown in the drawing as follows:

91 No. 1, outside plate; No. 2, the hasp; No. 3, the escutcheon; No. 4, the box; No. 5, the bolt; No. 6, the tumblers; No. 7, the spring; No. 8, the key; No. 9, the screw. What I claim as my invention, and desire to secure by letters patent, is the construction and position of the bolt, by forming the same bent in two right angles, which passes the bolt to the hasp from the back part of lock; the tumblers lying between the bolt and the front of the lock, the position which alone the key, with the tumblers, can adapt themselves for opening the lock.

JOSEPH NOCK.

Witnesses: S. HEINTZELMAN.
GEO. F. LENMAN.

No. 70.

STATE OF PENNSYLVANIA, *City of Philadelphia, ss:*

Alexander L. Hickey, of the city of Philadelphia, trunk-maker, being duly sworn according to law, deposes and says: I have been for many years engaged in trunk-making, and believe I may consider myself at the head of that branch of business in the city. I am well acquainted with the merit of the locks of Mr. Nock, made under his patent of 10th of October, 1838, having used a number of them prior to his assignment of his letters patent; this patent is in my estimation of great value, and for the whole term of fourteen years (for trunk locks alone) may be estimated at twenty thousand dollars; so far as the key is concerned, it is identical with his subsequent patent of July 16th, 1839; accordingly, the engagement of Mr. Nock with the Post Office Department, to make no keys under his last patent, (except for the mail,) entirely divested him of his use of the first patent. Not having used locks made under his last patent, I can scarcely venture to speak as to its value, but I esteem it a very great improvement upon the first.

A. L. HICKEY.

Sworn and subscribed to May 20th, A. D. 1852, before me.

CHARLES D. FREEMAN,
Alderman and Justice of the Peace.

Deposition of a witness taken before Samuel C. Perkins, commissioner of the United States Court of Claims, in the city of Philadelphia, on the fifteenth day of March, 1860.

Alexander Thomas Hickey, a witness produced, sworn, and examined on the part of the claimant, deposes and says: My name is Alexander Thomas Hickey; I am salesman in a trunk store, No. 612 Chestnut street, Philadelphia; I am twenty-one years old; my residence for the past nine years has been No. 638 North Eleventh street; I have no interest, direct or indirect, in the claim which is the subject of inquiry, and I am not related to the claimant in any degree; I knew Alexander L. Hickey, of the city of Philadelphia, trunk-maker; he was my father; he is not living; he died January thirtieth, eighteen hundred and fifty-six; I was present at his death and attended his funeral.

ALEXANDER THOMAS HICKEY.

92 STATE OF PENNSYLVANIA, *City of Philadelphia, ss:*

On this fifteenth day of March, 1860, personally came Alexander Thomas Hickey, the witness above named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the answers of the witness to the questions proposed to him were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner. The deposition of Alexander Thomas Hickey, taken at the request of the claimant, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock. The deposition was taken, as represented to the commissioner by the consent of the parties, to prove the single fact of the death of Alexander L. Hickey, of an affidavit by whom the paper hereto annexed marked A by the commissioner purports to be a copy.

SAM. C. PERKINS,
Commissioner United States Court of Claims.

Fees of witness	$1 50
Fees of commissioner	2 00

No. 71.

Report.—Mr. Joseph Nock and his mail lock.

1. On the 18th of November, 1839, Mr. Joseph Nock, then of Philadelphia, now of this city, was authorized by Amos Kendall, late Postmaster General, to make mail locks according to patterns furnished by him, (samples of which are deposited in the inspection bureau,) at the following prices, viz: Iron lock, $1, key, 15 cents; brass lock, $1 35, key, 20 cents. Orders to be given from to time for the quantities wanted, to be paid for on delivery at the department. (See paper marked A.)

2. On the 28th of October, 1840, the said Joseph Nock entered into bonds with one surety, in the penal sum of $10,000, to manufacture locks and keys after the model of his lock, for which he holds letters patent, bearing date 16th of July, 1839, in such numbers and of such descriptions as may be ordered from time to time by the Postmaster General or any of his assistants, provided, however, that the number so ordered does not exceed one thousand locks and two thousand keys per month. (See paper marked B.)

3. On the 9th of March, 1840, the said Joseph transferred to the United States his patent right for padlocks (when manufactured by himself) for the use of the United States mail. (See paper marked C.)

4. On the 21st of August, 1839, the said Joseph was authorized to make 50 brass locks, 150 iron locks, 150 large keys, and 450 small keys. (See paper marked D.) This order was complied with.

5. On the 16th of January, 1840, the said Joseph was authorized to manufacture for the Post Office Department 1,050 iron locks and 750 small keys for the same. This order has been executed by the said Joseph. (See paper marked E.) This appears to be the last order on file.

93 6. On the 26th of February, 1840, Mr. Nock was informed that very many of his locks were imperfect; that in trying a key to eighteen of the iron locks, four of that number could not be opened by it. He was also advised that all the locks and keys manufactured for the use of the United States must be perfect, as no other would be received. (See paper marked F.)

7. It further appears that the said Joseph has delivered 1,206 iron padlocks and 150 brass-faced locks, and 2,300 keys, all of which have been paid for, amounting to $. The above locks and keys, at the request of the

said Joseph, were delivered to him on the 3rd of November, 1840, for the purpose of putting an additional spring into the locks and refitting the keys. The said Joseph returned the same number of locks and keys on the 23d of the same month, stating that they were all complete. (See paper marked G.) See P. S.

8. On the 15th of March, 1841, the said Joseph rendered an account of $163 for 163 locks. This account probably remains unpaid in consequence of the condition* attached to it by Dan'l Coleman, late Assistant Postmaster General, which appears not to have been signed by Mr. Nock, the said Joseph's substitute for this condition being filed with the account. (See paper marked H.)

It was found by trial that the locks first manufactured by Mr. Nock would fly open from a smart thump with a stick. I conclude that the additional spring and some other slight alteration which the said Joseph will explain, were intended to remedy the liability in the locks to fly open from a thump or rap.

The above report exhibits the present condition of the lock and key case of Mr. Joseph Nock.

From the 18th of November, 1839, the date of Mr. Nock's commission to manufacture locks, to the 3rd of May, 1841, more than seventeen months have transpired, and 1,356 locks and 2,500 keys have been made and delivered by Mr. Nock, and paid for by the department, amounting to $1,934 25.

The amount for 163 locks only remain unpaid.

Very respectfully submitted.

JOSEPH PERRY, *P. Cl.*

Inspection Office, 3d May, 1841.

P. S.—4th of May, 1841. In conversation with Mr. Nock to-day I understood him to say that the 1,200 locks first made by him, though taken from the department on the 3rd of November, 1840, (as before stated in the above report,) were returned again without any additional spring or fixture, and corresponding precisely with the first model. Mr. Henry Johnson, who has charge of the locks and keys, understood Mr. Nock to say when he returned the locks, that the additional spring had been attached to all the locks, and that the keys, also, had been refitted. Mr. Nock now says that the keys on hand will not suit all the locks, and must be refitted before they are sent out for use.

To JOHN S. SKINNER, Esq., *Third Assistant Postmaster General*

94 No. 72.

HOUSE OF REPRESENTATIVES, *March* 7, 1842.

Hon. C. A. Wickliffe:

A petition has been presented to Congress by Joseph Nock, and referred to the Committee of Claims, representing that he entered into a contract with the Post Office Department to furnish it with locks and keys, not exceeding 1,000 of the former and 2,000 of the latter per month, corresponding with a certain model previously deposited with the Postmaster General, assigning his patent right to the United States and gave bond in the sum of $10,000 for the faithful execution of the same; that upon an intimation from the Postmaster General he removed from Philadelphia to this city, at a very great expense and sacrifice of money and business, filled orders to a large amount, and was always ready and desirous of furnishing the locks and keys required for the use of the department, agreeably to the model aforesaid, and otherwise to abide in every particular by the terms and conditions of the

* Since paid for, the Auditor having decided that the department was responsible.

contract; that upon the 21st December, 1841, he received a letter from the Postmaster General annulling the said contract, by reason of which he has been greatly injured, and asking Congress to indemnify him for the losses he has thereby sustained.

I find that he was authorized by Mr. Kendall upon the 18th of November, 1839, to fill all orders that might be forwarded to him from the department for locks and keys at a certain price agreed upon, and that Mr. Kendall certifies, March 22d, 1841, that he had assured Nock the number required would be very great, and it was advisable they should be manufactured in this city under the eye of the department.

An assignment of the patent right was made to the United States March 7, 1840, and a bond entered into with security for the performance of the work October 8, 1840. Various orders appear to have been given, filled, and settled for between the respective parties to the contract.

It is also in evidence that the contract was annulled by order of the Postmaster General, Dec. 21, 1841, and that the said Nock has been greatly embarrassed.

The committee wish to possess themselves of all the facts in the case, as well upon the part of the government as the individual complaining, that justice may be done to both.

Will you favor us, therefore, with the reasons that led to a refusal by the department to issue any further orders for work in pursuance of what appears to have been the understanding between Mr. Nock and the Postmaster General and finally induced a repudiation of the contract; also copies or a condensed statement of all such agreements, bonds, orders and other papers on file as will aid us in coming to a fair and equitable conclusion on the subject of the petition, setting out so much thereof in every particular as will enable us to determine the purport of the paper at the time.

An early reply is respectfully requested.

Very respectfully, your obed't serv't,

W. MEDILL,
Member of the Committee on Claims.

N. B.—Please return this letter with your answer.

95 Inspection officer will make up report and copies as required without delay. W.

Copy retained. Answ'd. Left for copy. W.

No. 73.

POST OFFICE DEPARTMENT, *Inspection Office*, 10*th March*, 1842.

Hon. C. A. Wickliffe, Postmaster General:

SIR: In compliance with your instructions on referring to this office the letter of the Hon. Wm. Medill, member of the Committee of Claims, copies of such papers as it is supposed may elucidate the case to which his letter refers, have been prepared "without delay" and are herewith submitted, together with such notes of illustration as it is supposed will "better enable the committee to determine the purport" of each paper. To your better judgment I respectfully defer, as to the appositeness of these notes, and the propriety of sending them with the copies of original papers, adding only that they are believed to be in strict correspondence with the facts, and, as it would seem, in fulfilment of the wishes of the committee.

In obedience to your further orders, I proceed to report on the case generally, presenting such facts and considerations as were laid before you prior to your decision, and as may have had their just influence in leading you to form the judgment then pronounced.

On taking charge of this bureau, on the first of May last, my attention was at once drawn to this claim of Mr. Nock, and although no pressing necessity appeared to exist for any immediate expenditure, either for this or other articles under the control of this office, the apparent embarrassment of the complainant, his urgent appeals for employment, and the interruption which his importunities must obviously occasion to the business of this office, prompted me at once to direct the then principal clerk to make for me an analysis of the case, with a view to such further and thorough examination of it as might enable me, as far as I was competent, to do justice to the claimant on the one hand, and on the other to protect the department in this particular from imposition and from loss beyond that which had already occurred. The investigation which ensued established, in my judgment, the following facts, here again submitted to you to say how far they are made out by the written documents on file and by the oral testimony of the clerk, whose special duties have made him conversant with the whole subject, and who certifies to their material accuracy.

It seems, then, first, that under a full persuasion of the superior construction and excellence of a lock patented by Mr. Nock, the determination was formed to relinquish the use of the old lock, and an understanding at first verbal was had with this claimant, that its place should be supplied by his newly patented one, to be made according to the model he exhibited and left in the department, and to be furnished "from time to time as called for by the department." In pursuance of that understanding he was di-
96 rected to commence making so as to get a supply ready of "two hundred locks and three times as many keys." It is to that order that Postmaster General Kendall refers where (see copy No. 2) he requested the claimant to "fill the order already given with all convenient despatch."

The fact which comes up next in the course of inquiry is that the first parcel of locks made under the orders before referred to were, after the second order for locks had been given, found to be defective, and not according to the model, since many of them could not be opened for want of adaptation—the key to the lock. Of this the manufacturer was duly informed, 26th of February, 1840, (see copy marked No. 3,) in which he is told that great care should be taken to make them perfect, and that "none other would be received." On being advised of the defect of those already made, Mr. Nock saw and admitted it—engaged to make them fit for use, and promised that all made thereafter should come complete from the factory.

To sum up the case, it appears that it was after Mr. Kendall had given the order for the second parcel of locks that the defect of the first parcel was discovered. He then caused Mr. Nock to be warned that none but perfect locks would be received, and it was after he resigned that it was ascertained that the second parcel were not only defective like the first, but that all were liable to the additional and no less radical objection of being liable to be knocked open by a blow with a billet of wood on the exterior, by the most unskilful hands.

Under all these disappointments the department, even before your predecessor came into office, had come to the conclusion that the locks already procured could not be used, and had declined giving orders for any more; and yet, with a lenity under all circumstances quite as natural and generous as it was justifiable, it has paid for all the locks delivered, and even for three hundred and ninety-one locks and twelve hundred more keys than were ever ordered, amounting to $2,097 25, all which now remain as so much dead lumber in the department.

Finally, sir, the grievance in this case, if any, has not its origin in any action of yours, as would seem to be intimated. On the contrary, the complainant owes you the favor of having at once frankly given the explicitness

and responsibility of a written form to a decision already operative, but to him the more unmanageable and irksome from its being until then intangible; thus enabling him to appeal to the highest authority for such redress as his case may seem to demand, your desire being well understood in this office, where the papers are on file, that every facility be promptly afforded for the establishment of the truth, and the maintenance of strict justice to all parties.

All which is respectfully submitted by your obedient servant,

(Signed) J. S. SKINNER,
3d Assistant Postmaster General.

Report from inspection office in obedience to orders from Postmaster General, dated 10th March, 1842.

97 No. 74.

Notes referred to in the foregoing report.

[Note to letter dated 21st August, 1839.]

This is the first written memorandum on file of any action of the department under the contract, until then a verbal one with Mr. Nock.

It is to be noted that at the date above mentioned, the duty of providing mail bags and mail locks, since devolved on the inspection bureau was attached to the contract office.

The execution of orders connected with this particular service was then and still remains with Mr. Johnson, one of the clerks of this department, more familiar than any other person with this whole subject. It is on information derived from him, as well as from a view of the documents on file, that these notes are now made by the Third Assistant Postmaster General, in charge of the inspection office. In saying that "Mr. Nock is told that he may commence making, so as to get a supply ready," it is presumed to be meant that he had been verbally told, as there is no evidence of any written order to that effect.

Note to letter dated—

POST OFFICE DEPARTMENT, 18 *November*, 1839.

This, according to all that appears on file in this office, is the first written authority to Mr. Nock to make mail locks for the department. It will be seen that while it requires them to be made, according to the patterns furnished by you (him) it stipulates for no particular number, but says, "Orders will be given from time to time, to be paid for on delivery to the department." "The order already given" here referred to is obviously the verbal one alluded to in copy No. 1, where it is stated that "he is told that he may commence making, so as to get a supply ready of 200 locks, and three times as many keys." It may as well here as elsewhere be noticed, that up to this date no new lock has been purchased, nor any contract made for a new lock, either of the old or of any other construction, although, in the eagerness of completion, many samples have been presented, believed to be of superior construction, and at a lower price.

Note to letter dated—

CONTRACT OFFICE, POST OFFICE DEPARTMENT, *February* 26, 1840.

This letter, bearing date 26th February, 1840, applies to the first batch of locks and keys received, supplied under a verbal contract, which was referred to in copy No. 1, and confirmed by Postmaster General Kendall in copy No 2.

These locks, though defective, were paid for on the promise of the maker to render them fit for use.

On being informed of their deficiency he came on from Philadelphia, examined for himself, admitted their imperfection, expressed himself
98 well pleased for the sake of his own reputation and the interest of all parties that their deficiency had been so soon detected, engaged to make them available, (which, though taken away for that purpose, has never been done,) and stipulated that none thereafter to be made should be found in the like or in any other manner defective. The defects here referred to and which had up to that time been discovered and admitted by Mr. Nock, consisted in the want of uniformity in the keys, and in their ill adjustment to the locks, in a degree to render it difficult and sometimes impracticable to use them. Keeping in view the objects of the committee as indicated by the letter of the Hon. Mr. Medill, the document next in order of examination is No. 4, dated 16th January, 1841.

Note to letter dated—

POST OFFICE DEPARTMENT, *Inspection Office, May 2d*, 1841.

This shows by Mr. Nock's own acts and admissions that he knows the locks not to be made according to the stipulation in his bond with "good and sufficient springs," each to be furnished with "good and extra springs," and with "internal and external structure of both locks and keys in a substantial, neat, and workmanlike manner." It had in fact, in the mean time, been discovered not only that the keys, which for a mail lock must be made with perfect uniformity, were in many cases unsuited to the lock, but that the lock itself could easily be knocked open by a blow with a stick on its exterior.

There is on file no evidence of orders for more than 1,350 locks and keys, while 1,641 locks and 2,550 keys have been paid for, (amounting to $2,097 25,) none of which have or can be used.

Note to a letter dated "Post Office Department, contract office, September 18, 1841."

POST OFFICE DEPARTMENT, *Inspection Office, March* 12, 1842.

If the statement made in this letter may be credited, it would go far to show that Mr. Nock may be under a false impression in believing that his case has been prejudiced by circumvention or foul play on the part of rival workmen or journeymen, as set forth by his agent, while it will account in some measure for the insufficiency and unfaithfulness of the work done by himself or others done in his employment.

It has not been deemed necessary, so far, to call upon the writers who, it will be seen, say they are "ready to prove every assertion here made," because the action of the department in the premises has been had independent of and without reference to this statement.

99 No. 75.

Twenty-seventh Congress, third session.

CONGRESS OF THE UNITED STATES,
In the House of Representatives, February 28, 1843.

Resolved, That the claim of Joseph Nock for damages occasioned by the annulment of his contract for furnishing locks and keys for the use of the United States mail be, and it is hereby, referred to the Solicitor of the Treasury, and that the said solicitor be, and he is hereby, authorized to examine said claim, and report to the next Congress what gain, in his opinion, Mr. Nock would have realized upon his said contract, in addition to what he has re-

ceived, if he had been permitted and required to furnish locks and keys, according to the terms of his contract, sufficient with those delivered and paid for, to supply the entire United States mail for five years from and after the 1st day of April, 1841; and that the said solicitor have power to take testimony relative to the expenses of manufacturing such locks and keys as Nock contracted to deliver, including the cost of labor, materials, use and hazard of capital, and the wear of tools and machinery.

Attest: MN. ST. CLAIR CLARKE, *Clerk.*

No. 76.

TUESDAY AFTERNOON, 15*th August*, 1843.

SIR: In obedience to your directions, I have drawn up a statement of such facts in Nock's case as Mr. Johnson is prepared to prove, but before it is copied and sworn to, it was deemed best to show it to you that you may suggest any alteration as to form. In that respect, endeavoring to conform as well as I understood you, to your desire "to have all the facts fully stated," it may appear to be longer than you could wish.

There is nothing in this statement which was not contained in my report to you and yours to the committee. These have not yet been returned, yet it shows that the department and the public interest were trifled with and outraged. As to the report of the committee in favor of his ingenuity, it is only necessary to compare his lock, improved as it was at the suggestion of others, with many that were exhibited to your inspection. Instead of being oppressed, it is clear that he has been treated by the department with great liberality! I had added to Mr. Johnson's statement as follows: "The present Postmaster General, under a view of all the facts, considered the contract as already done away with and at an end before he came into office, and hence he refused to recognize any claim on the department arising under or as founded upon it." But I did not know what statement you may choose to make for yourself. I will only add respectfully that in view of the tenor of the resolution, I do not see what testimony Mr. Johnson or any one in this office can give as the result of any official or peculiar information.

Very respectfully, your obedient servant,

J. S. SKINNER.

To the Hon. C. A. WICKLIFFE.

No. 77.

POST OFFICE DEPARTMENT, *Inspection Office*, 16*th August*, 1843.

Having the care of mail locks and keys, the following is a true statement of what has occurred under my knowledge in reference to Mr. Nock's lock and his claims on the department:

The first memorandum, or instruction, was made by Major Hobbie, as follows: As soon as Mr. Kendall returns, a case is to be made and brought up for employing Joseph Nock, of Philadelphia, to make locks and keys at the present prices, to wit:

Small lock	$1 00
key	15
Large lock	1 35
key	20

Mr. Nock is told that he may commence making, so as to get a supply ready of 200 locks and three times as many keys by 1 Oct., [39] if he can.

The next action of the department was the order of Mr. Kendall, as follows:

POST OFFICE DEPARTMENT, *Nov.* 18*th*, 1838.

Mr. Joseph Nock, Philadelphia:

SIR: You are authorized to make mail locks for the Post Office Department according to the patterns furnished by you at the following prices, viz: The iron lock at one dollar each; keys for the iron lock at fifteen cents each; the brass lock at one dollar and thirty-five cents each; keys for the brass lock at twenty cents each.

Orders will be given for the quantities wanted from time to time, to be paid for on delivery at the department.

You will please fill the order already given with all convenient despatch.

Very respectfully, your obd't serv't,

(Signed) AMOS KENDALL.

101 The locks and keys ordered as above stated, by Major Hobbie, were received, and the amount referred to the Auditor on the 29th December, 1839. Previous to this there appears not to have been any regular inspection of such property; but on my voluntary examination on the 26th February, 1840, of this first supply, it was found that of the first eighteen inspected, four of them could not be opened with the keys furnished with them; whereupon, without further examination at that time, I made report of the defect and insufficiency of the lock, and the manufacturer was written to and advised of it, and told at the same time that great care should be taken to have the locks and keys all perfect, and that none others would be received.

On receipt of that letter, Mr. Nock came on to Washington, examined the locks for himself, acknowledged their deficiency, and promised that all should be perfect thereafter.

In the mean time, and before this detection of the defect of the first locks furnished, an order had been given as follows:

POST OFFICE DEPARTMENT, *Contract Office*, 16 *Jan'y*, 1840.

Mr. Joseph Nock, Philadelphia, Pa.:

SIR: You are authorized to manufacture for the use of this department, one thousand and fifty iron mail locks, seven hundred and fifty small keys of the same description and prices as those which you have already furnished, and forward to this office with all convenient despatch.

(Signed) S. R. HOBBIE, 1*st Ass't P. M. G.*

These, when received, proved to be no less imperfect than the first. In the mean time it got to be known that the first batch of these new locks furnished by Mr. Nock were not considered trustworthy or fit to be put in use, and a closer scrutiny followed; and on further examination it was found that besides want of uniformity in the keys, they could be easily knocked open with a stick.

Though no orders were given for more locks after that above stated of the 16th January, there were left at the department from time to time, and paid for, 1,206 iron and 150 brass locks and 2,300 keys in all, and all of which were delivered back to said Nock at his request 3d Nov., 1840, to refit the keys and to put in an extra spring in the locks. On the 23d of the same month he returned them, alleging that they were then complete, but on the 4th March following he admitted that the additional spring promised, to keep them from being knocked open, had not been put in, nor had it been.

In this state of the case, it was deemed necessary to bring the manufacturer under bond with security, in which he stipulated to manufacture locks, with good and sufficient springs, each lock to be furnished with a good back

and extra spring; and further, that he would punctually deliver locks and keys in such number as might be ordered, and not to exceed 1,000 locks per calender month and 2,000 keys, or else the obligation to be void.

102 This bond, dated 28th Oct., 1840, was considered at the time as a new starting point, in fact as a new contract, superseding the first lock found to be so defective, by an improved one with an additional spring, and under the hope (Mr. Nock having himself pointed out to me the cause of dissimilarity in the keys) that all deficiency would now be removed, and an improved and safe lock be punctually supplied to meet the demands of the service, and in conformity with the bond to that effect. Under this bond, Col. Coleman directed Mr. Nock in my presence, and he promised to go to work and deliver not less than 1,000 locks by the 4th of March, 1841; instead of which at the time agreed upon Mr. Nock and a Mr. Spaulding (not known to the department) appeared and delivered only 163 locks, many of which were defective, as admitted by Mr. Nock.

Having thus utterly failed in every particular in the execution of the first order under the bond, and that after an allowance of four months to fill it, there remained no hope of reliance on him for a supply either in number or quality, and the department refused to order or receive any more, and Col. Coleman refused to sanction the payment of the bill for these last 163 defective locks, except on consideration that the manufacturer would renounce all further claim on the department, which he said he was advised to refuse.

HENRY JOHNSON.

WASHINGTON COUNTY, D. C., *ss:*

Personally appeared before me Henry Johnson, and made solemn oath that the preceding statement was the truth, the whole truth, and nothing but the truth.

D. SAUNDERS, *J. Peace.*

August 16, 1843.

No. 78.

Deposition of Eleazer Lindsley.

First general interrogatory by the commissioner. Please state your name, your occupation, your age, your place of residence the last year, whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and to what degree you are related to him.

Answer. My name is Eleazer Lindsley; I am a farmer by profession; my age is seventy-one; and for the last year resided in the county of Washington; I have no interest in this claim, directly or indirectly, and am in no way related to the claimant.

First interrogatory by solicitor for claimant. Were you ever present at the post office to witness experiments made on Mr. Nock's locks? If aye, state the time, who were present, and by whom the experiments were made, and for what purpose.

Answer. I recollect being present at the Post Office Department on the ninth day of February, 1843, to witness such experiments; there were present C. A. Wickliffe, Postmaster General, Henry Johnson, clerk in the post office, B. S. Cowen, of the House of Representatives, Wm. Gunton,

103 Leonidas Coyle, Mr. Nock, Mr. H. H. Dent, his agent, J. S. Skinner, the Third Assistant Postmaster General, and myself. I was requested to attend at the General Post Office for the purpose of witnessing experiments on mail locks. There were four kind of locks experimented upon, the old mail lock, Mr. Nock's lock without the extra spring, and with the extra spring, and Dr. Andrews's lock; the experiments were made by Henry Johnson, first

in picking the locks, and then by blows with a piece of firewood about eighteen inches long. In picking Mr. Nock's locks Mr. Johnson experienced some trouble; he picked the lock without the extra spring, but he was unable to pick the lock with the extra spring. He was also able to open the lock without the extra spring by blows; in so doing the lock was attached to a mail bag, I believe, and kept down with his foot; there was a cord or strap attached to the lock, which was held firmly in his hand—I mean the strap or cord. He then gave the locks severe blows with the stick and opened it; he made the same experiment with the lock with the extra spring, but did not succeed in opening it; this was a very severe test applied to the lock.

ELEAZER LINDSLEY.

Sworn and subscribed before me this 18th day of December, A. D. 1862.

N. CALLAN, *Commissioner.*

No. 79.

Deposition of Leonidas Coyle.

First general interrogatory by the commissioner. Please state your name, your occupation, you age, your place of residence the past year, whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

My name is Leonidas Coyle; my occupation lumber dealer; for twenty years previously I was engaged in the hardware business; I have resided in Washington all that time; I am in the fifty-fourth year of my age; I have no interest, direct or indirect, in this claim, and in no way related to the claimant.

First interrogatory by solicitor for claimant. Do you recollect visiting the post office, in February, 1843, for the purpose of witnessing experiments upon the locks of Joseph Nock, of Dr. Andrews, and the old mail locks in the presence of Mr. C. A. Wickliffe, Postmaster General, Mr. B. S. Cowen, of the House of Representatives, and others?

Answer. I have no recollection now of so doing.

Second interrogatory. Please look at this paper, marked A No. 53, produced from the office of the Court of Claims, purporting to be an affidavit made by you of your presence at the post office for such purpose. Do you recognize this paper?

Answer. I recognize the paper, and made the affidavit on the 13th
104 day of February, A. D. 1843. I have no doubt it contains a true statement. The facts set forth therein are true. I know nothing more.

LEONIDAS COYLE.

Sworn and subscribed before me this 18th day of December, 1862.

N. CALLAN *Commissioner.*

A.—No. 53, (referred to in foregoing deposition.)

I, Leonidas Coyle, do hereby certify that I went to the Post Office Department by request of Henry H. Dent, on Thursday evening, 9th February, 1843, then and there to examine certain locks and witness experiments thereon; that I then and there met with Charles A. Wickliffe, Postmaster General of the United States, John S. Skinner, Third Assistant Postmaster General, Henry Johnson, clerk in the Post Office Department, B. S. Cowen, a member of the House of Representatives of the United States, William Gunton, Henry H. Dent, and Eleazer Lindsley, the three last named being of the city of Wash-

ington, in the District of Columbia; that I then and there examined four different kinds of padlock, which may be described as follows: the old mail lock, Joseph Nock's patent lock, Joseph Nock's improved lock, with back or extra spring, and Doctor Andrews's lock; that I also witnessed, then and there, experiments made on said locks, under the direction of said Wickliffe, and by said Johnson; that said Johnson appeared to be acquainted with the structure of said different kinds of lock, and admitted and declared, then and there, that the said old mail lock could be readily picked open, or opened by a severe jar, and that it had been frequently opened by its being thrown with the mail bag from the vehicle, on which the mail was carried, to the ground or pavement; that the unsuitableness and unfitness of this kind of lock for the mail service was admitted and declared by said Johnson, in his explanations relative thereto; that experiments was then and there made by said Johnson on the patent lock of Joseph Nock, which he was able to open by means of three skeleton keys suited to pick said kind of lock, and appearently made for that purpose; that said Johnson was also able to open the last-named lock by the following means: having locked the lock through an iron staple and fastened a strap or string through the shackle of the lock, he pulled strongly with the string or strap, and at the same time gave heavy blows on the lock with a billet of wood; That said Johnson also endeavored by the means aforesaid, to open Joseph Nock's improved lock, containing a back or extra spring, but was wholly unable to do so.

And I do further certify that after some considerable acquaintance with the structure and qualities of padlocks, that both the kinds of lock of Joseph Nock, above specified, are, in my opinion, good and valuable locks; and that, in my opinion also, any padlock may be picked open by a person ac-
105 quainted with its interior structure and skilled in the art, and that most padlocks, which are considered good and merchantable, can be readily picked or jarred open by such a person.

And I do further certify that I have no interest whatever in the success of Joseph Nock's claim, now pending before the Congress of the United States, and am neither directly nor indirectly, in any other respect, interested in the affairs of said Nock.

LEO. COYLE.

On this 13th day of February, in the year 1843, personally appeared before me, the subscriber, a justice of the peace in and for Washington County, in the District of Columbia, Leonidas Coyle, and made oath, in due form of law, that the aforegoing certified statement is, to the best of his knowledge and belief, true, and subscribed the same in my presence.

Sworn before—

B. K. MORSELL, *Justice of the Peace.*

106 *Evidence for the United States.*

JOSEPH NOCK
vs.
THE UNITED STATES.

The following papers are offered in evidence for the defendants:

I. J. Nock to the Postmaster General, March 24, 1837, and indorsements.
II. J. Page recommending J. Nock, September 19, 1838.
III. Letters from the Post Office Department to J. Nock.
IV. Assignment of Nock's patent to William Gunton, June 15, 1840.
V. J. Nock to the Postmaster General, June 9, 1841.
VI. Description of an improvement in Nock's lock, April 12, 1841.
VII. Report on application to furnish mail locks, November 16, 1841.

VIII. J. Nock to the Postmaster General, December 11, 1841.
IX. Report of the inspection office, December 11, 1841.
X. Bills for locks paid to J. Nock.
XI. Account of sales of stock and tools, December 10, 1842.
XII. Deposition of Henry Johnson.
XIII. Depositions of H. King and A. N. Zevely.
XIV. Letter of W. H. Dundas.
XV. Deposition of William Gunton.
XVI. Deposition of Henry L. Johnson.
XVII. Deposition of John Spencer.
XVIII. Deposition of J. Southgate Smith.
XIX. Deposition of A. B. Stoughton.
XX. Deposition of L. F. Callan.
XXI. Deposition of N. C. Driver.
XXII. Papers relating to the adoption of Jones's lock, September, 1851.
XXIII. Reply of the Postmaster General to call for information granted on motion for claimant, March 8, 1860.

JOHN D. McPHERSON, *Deputy Solicitor.*

I.

PHILADELPHIA, *March* 24, 1837.

Amos Kendall, Esq., Postmaster General, Washington:

YOUR HONOR: When I had the honor last week to call upon you I was aware of the important objects which reclaimed your attention; I therefore thought it proper to retire without troubling you any longer with respect to the communication to which you had the kindness to listen. Having since seen Mr. Hassler, architect, and Dr. Thomas Jones, of your city, I have
107 given to these gentlemen every explanation referring to the mechanical works, on account of which I have been recommended to your honor, namely: to the locks I have fabricated for the use of the custom-house of this place. I would, therefore, humbly request of you to inquire about this matter, or rather to confer about it with the above-mentioned gentlemen, who undoubtedly are qualified to give you full satisfaction in everything you may be desirous of getting information. I would also remark that with reference to the new mails which are intended I shall feel myself highly favored to be allowed, by the fabrication of suitable locks, to contribute to the security which is necessary and required for the new vehicles.

I am, with the highest respect, your honor's most obedient servant,

JOSEPH NOCK,
No. 40 *Walnut street, Philadelphia.*

Shall we decline his application, which is to be engaged to make locks for the department of a new construction?

Decline. S. R. H.
August 5.

II.—*Colonel Page's certificate when he was postmaster in Philadelphia.*

The bearer, Mr. Joseph Nock, is a very ingenious mechanic, of the city of Philadelphia, where he has resided for several years past, and is highly respected by all to whom he is known. He has invented a new and improved lock, which, in my opinion, merits attention and deserves patronage. I therefore recommend him and his invention to notice.

JAMES PAGE, *Postmaster, Philadelphia.*

September 19, 1838.

III.—*Letters from the Post Office Department to J. Nock.*

POST OFFICE DEPARTMENT.

I hereby certify that the annexed are true and correct copies, from the records of this department, of all letters addressed to Joseph Nock by this department, during the period from the 21st of August, 1839, to the 21st of December, 1841, inclusive.

In testimony whereof, I have caused the seal of the Post Office Department to be hereunto affixed this 27th day of November, A. D. 1860.

[SEAL.] J. HOLT, *Postmaster General.*

108 POST OFFICE DEPARTMENT, *November* 18, 1839.

Mr. Joseph Nock, Philadelphia, Pa.:

SIR: You are authorized to make mail locks for the Post Office Department, according to the patterns furnished by you, at the following prices, viz: The iron locks at one dollar each; keys for the iron locks, at fifteen cents each; the brass locks, at one dollar and thirty-five cents each; keys for the brass locks, at twenty cents each.

Orders will be given for the quantities wanted from time to time, to be paid for on delivery at the department.

You will please fill the order already given with all convenient dispatch.

Respectfully, your obedient servant,

A. KENDALL, *Postmaster General.*

POST OFFICE DEPARTMENT, *Contract Office, November* 22, 1839.

Mr. Joseph Nock, Philadelphia, Pa.

SIR: It is desirable to have the keys of the new locks so made that they will also fit the old locks. Can you so alter them as to make the small key fit the iron lock, (small,) both old and new, and the large key to fit the large locks, both old and new? Please write me if this can be done.

Respectfully, your obedient servant,

S. R. HOBBIE,
First Assistant Postmaster General.

POST OFFICE DEPARTMENT, *Contract Office, December* 6, 1839.

Mr. Joseph Nock, Philadelphia, Pa.:

SIR: The department gives up the plan of having the small locks altered so as to fit the old key now in use. You will be governed by the engagement and directions contained in the letter of the 18th of November last, and prepare new locks and keys throughout, as there required.

Respectfully, your obedient servant,

S. R. HOBBIE,
First Assistant Postmaster General.

109 POST OFFICE DEPARTMENT, *Contract Office, January* 16, 1840.

Mr. Joseph Nock, Philadelphia, Pa.:

SIR: You are authorized to manufacture, for the use of this department, one thousand and fifty iron mail locks and seven hundred and fifty small keys of the same description and price as those which you have already furnished, and forward the same to this office with all convenient dispatch.

Respectfully, your obedient servant,

S. R. HOBBIE,
First Assistant Postmaster General.

POST OFFICE DEPARTMENT, *Contract Office, February* 26, 1840.

Mr. Joseph Nock, Philadelphia, Pa.:

SIR: It is ascertained, upon examining the mail locks furnished by you for the use of this department, that some of them are imperfect. In trying the key to 18 of the iron locks, four of that number cannot be opened with the key designed for them. Great care should be taken that all the locks and keys manufactured for the use of the United States mail are perfect, as none other will be received.

Respectfully, your obedient servant,

S. R. HOBBIE,
First Assistant Postmaster General.

POST OFFICE DEPARTMENT, *Inspection Office, November* 10, 1840.

Mr. Joseph Nock, Washington, D. C.:

SIR: You are authorized to repair five hundred iron mail locks for the use of the Post Office Department, at forty cents each, to be delivered to this office, subject to inspection and approval.

Respectfully, your obedient servant,

DAN. COLEMAN,
Third Assistant Postmaster General.

POST OFFICE DEPARTMENT, *Inspection Office, December* 6, 1840.

Mr. Joseph Nock, Washington, D. C.:

SIR: You are hereby authorized to repair one hundred and eighteen iron mail locks for the use of the Post Office Department, at forty cents
110 each, to be delivered at this office, subject to inspection and approval.

Respectfully, your obedient servant,

DAN. COLEMAN,
Third Assistant Postmaster General.

POST OFFICE DEPARTMENT, *Inspection Office, December* 16, 1840.

Mr. Joseph Nock, Washington, D. C.:

SIR: You are hereby authorized to repair one hundred brass-faced mail locks for the use of the Post Office Department, at forty cents each; the locks to be delivered to this office, subject to inspection and approval.

Respectfully, your obedient servant,

DAN. COLEMAN,
Third Assistant Postmaster General.

POST OFFICE DEPARTMENT, *Inspection Office, May* 6, 1841.

Mr. Joseph Nock, Washington, D. C.:

SIR: According to the face of the papers on file in this department, it appears that all the locks furnished by you have been paid for except one hundred and sixty-three, and that the bill rendered for that number constitutes your only claim now open for settlement.

If you have any other demand existing or ulterior, you will please state it in writing, with a view to the preparation of a report on the whole subject to the Postmaster General for his definite action on the case.

Respectfully, your obedient servant,

J. S. SKINNER,
Third Assistant Postmaster General.

POST OFFICE DEPARTMENT, *Inspection Office, December* 21, 1841.

SIR: In reply to yours of the 11th instant, addressed to the Postmaster

General, I am instructed by him to inform you that he will not recognize your alleged contract with this department for the manufacture of locks as binding upon him, nor will he consent to pay for or receive any locks which may be made under it.

Respectfully, your obedient servant,

J. S. SKINNER,
Third Assistant Postmaster General.

MR. JOSEPH NOCK, *Washington, D. C.*

111 IV.—*Assignment of Nock's patent to William Gunton.*

UNITED STATES PATENT OFFICE, *October* 19, 1860.

SIR: I herewith inclose copy of assignment from J. Nock to Bank of Washington. Fees, 55 cents.

Very respectfully, yours, &c.,

PHILIP F. THOMAS, *Commissioner.*

J. D. MCPHERSON, Esq.,
Office Court of Claims, Washington, D. C.

E. 304.

Whereas I, Joseph Nock, have obtained letters patent for the United States, bearing date the sixteenth day of July last, for a new and useful improvement in padlocks and other locks, a description whereof appears in a schedule thereto annexed.

And whereas, to enable me to comply with an engagement entered into with the Postmaster General for the manufacture of mail locks and keys for the United States, the Bank of Washington has advanced to me sundry sums of money. And whereas I am desirous of securing the payment not only of the several sums of money already advanced to me as aforesaid, but also of all such further sum or sums of money as may from time to time hereafter be advanced to me by the said bank, by an assignment of the said patent in manner hereinafter expressed:

Now, therefore, in consideration of the premises, and in consideration of the sum of five dollars to me in hand paid by William Gunton, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, I do hereby assign and transfer unto the said William Gunton, his executors, administrators, and assigns, my said patent and all my rights and privileges as patentee of the improvement therein mentioned. To have and to hold the said letters patent and new improvement, with the benefit, profit, and advantage thereof to the said William Gunton, his executors, administrators, and assigns, in as full, ample, and beneficial a manner to all intents and purposes, as I by virtue of the said letters patent might have held and enjoyed the same if the present assignment had not been made, for and during all the residue of the term of fourteen years granted by the patent aforesaid, upon trust, nevertheless, that he, the said William Gunton, his executors, administrators, or assigns, shall, in case of any failure on my part to pay to the said Bank of Washington the said sum or sums of money which it has already advanced, or may hereafter advance, to me for
112 the purpose aforesaid, or any other purpose, as and when the same respectively shall become due and payable, sell and dispose of my said patent, and all my rights and privileges as patentee of the improvement therein mentioned, at public or private sale, (sixty days' notice thereof being first given by advertisement in one or more of the newspapers published in the city of Washington,) and for cash or on credit, as he or they may deem best, and after deducting all expenses of such sale and other ex-

penses of executing this trust, apply and dispose of the money arising from such sale to the payment of all such sum or sums of money as shall be due from me to the said bank, and pay over the surplus, if any, to me, my executors, administrators, or assigns.

Witness my hand and seal this sixth day of June, one thousand eight hundred and forty.

[SEAL.] JOSEPH NOCK.

Signed, sealed, and delivered in the presence of—

JAS. ADAMS,

JAS. E. FOULHES.

Received and recorded June 15, 1840.

UNITED STATES PATENT OFFICE, *October* 29, 1860.

SIR: I find no release, or reassignment from Gunton to Nock, of assignment dated June 6, 1840, recorded in this office.

Fee for search, $1.

Very respectfully, yours, &c,

PHILIP F. THOMAS, *Commissioner.*

J. D. MCPHERSON, Esq.,

Court of Claims, Washington, D. C.

V.—*J. Nock to the Postmaster General, June* 9, 1841.

My first contract with the Post Office Department was concluded with the Postmaster General on the 18th of November, 1839, and the second, in confirmation, with Mr. Hobbie, First Assistant Postmaster General, on the 6th of December, of the same year. The first order, amounting to $300, was filled and paid for. The second order, given on the 15th of January, 1840, for 1,050 locks and 750 keys, amounting to $1,162 50, was also filled and settled for. While I was engaged on this order, I was required to give security to the department for the faithful execution of the contract, and I accordingly had a bond drawn by Mr. Francis Key. This, however, was rejected, and one was handed me by the Postmaster General, which I was suffered to retain four and twenty hours for consideration. I submitted it to Mr. Key, Mr. Poinsett, and several other gentlemen, who advised me
113 to sign it, which I did on the 7th of March, 1840; and it was recorded on the 9th, and signed by the Postmaster General on the 10th of the same month.

In the month of February, 1840, while in treaty with the department for the transfer of my patent right, I busied myself in preparations for the removal of my establishment from Philadelphia to the District, in accordance with the wishes of the department, whose desire it was to have the articles made by one man, and as nearly as possible under its own supervision; and it was also intimated that I should proceed as fast as possible to complete the establishment, and that I should receive constant employment for three or four years, and indeed, until the mails throughout the country were furnished with locks of my construction. The articles heretofore delivered have been made with temporary machinery, which has cost me more than the price of the locks, but now my establishment is completed, and I am prepared to deliver upon written, not verbal, orders any number of locks and keys at the rate of 2,000 of the former, and 4,000 of the latter monthly; and these, of my improved patent, far more valuable than those heretofore made. But this I am prevented from doing by the confusion consequent on the accession of a new administration, and the efforts used with it to avoid my contract, by which my affairs have been thrown into confusion, and I have been exposed to great difficulty in meeting the demands of my creditors.

And this state of things has been greatly aided by the conduct of some who professed themselves my friends, but who, I discovered as late as the first of this month, have been acting for their own interests, and instead of supporting have endeavored to ruin me—endeavoring by all possible means to embroil me with the department. Among these is Mr. William Easby, who was one of the two I confided most in, and who advised me some time since to take the "benefit of the act." On an interview, however, with the other of the two above mentioned, who was Dr. Gunton, president of the Bank of Washington, the designs of Mr. Easby were clearly made manifest. Dr. Gunton was empowered to conduct my business with the department, and yet was not aware of Easby's proceedings until I showed him a copy of the deed, which I had got from the recorder's office, which deed I had given under the following circumstances. The deed of trust was drawn up by Mr. Easby's direction, and, as he informed me, he had submitted to Mr. Hellen, of the bank, I had no suspicion that it was not done with the consent of that institution. A part only was read over to me by Mr. Bradley, Mr. Easby's lawyer, but in such haste that I could not readily catch the sense of the terms employed in it, or gather their effect. No one was present but us three. Easby held the paper in his hands, and, in the most perfect confidence in one who had always professed himself and appeared to be my friend, and had been recommended to me as one of the best men in the District, I signed a paper which now threatens me with ruin, and of the effect of which, I call God to witness, I had no idea until I showed the copy to Dr. Gunton, on the 27th of May last.

Mr. Hobbie informed me in the commencement that I could make no partnership with my patent, and all rested on my own responsibility. My
114 credit now was quite good with the Bank of Washington, and I fell gradually into its hands. But I needed more money for my removal from Philadelphia to this place than I had supposed, and I was unable, for want of proper machinery and accommodations, to fill the orders which I had. It therefore became a question where I could borrow on the best terms. The bank refused further discounts, and with the name of a friend, I obtained $500 from Corcoran & Riggs on my conditional contract. I made an effort also to sell my remaining patent right, and received many offers, especially for a partnership in the right which I had assigned to the Post Office; but this, of course, I could not accept. I again applied to the bank, to which I gave my remaining right as security. But this was a bad step; I was too hasty in satisfying the bank. I should have got time on my notes and used the proceeds of my patent right to meet my immediate necessities. The assignment was executed on the 6th of June, and on the 3d of July following the bank's charter expired, and I could consequently borrow no more money. But the greatest mistake is yet to be told, which I discovered only too late. The last order was finished in June, and I called on Mr. Coleman, of the inspection office, for another order. He asked me what writings I had from the department; I showed the sealed assignment; he observed that it would be sufficient to procure me credit for such castings as I should require, and that he would at some time give me an order; but none have I yet received. I went to Philadelphia and Baltimore to procure an engagement, but I had no order from the department, and no one was willing to offer on the strength of the papers which I had. In the expectation of receiving orders I had continued to work, but it turned not out as it should have done. My water machinery was idle for two months because I could not pay the hands, and the locks I made were constantly sent to the bank to obtain small sums of money; for the department refused to receive any number whatever, even 1,000, and for this reason so many were sent to the bank.

On the 8th of August I entered into a sub-contract with John Spalding. The

first week that he was at work Colonel Coleman came to my factory and looked over the whole place. He told me to go to the Postmaster General and inform him how many locks I could make per month; that he was going out of the city for three or four weeks, and that we should continue to work with diligence; but he left no written order. I went accordingly to the Postmaster General, who told me he had nothing to do with the locks, which belonged to Coleman's department, and that I must work diligently until his return. But something had happened before his departure. I had heard it reported that my locks could be opened, and from August, forth, we have made an extra brass spring, which effectually remedied that fault. But now a rumor was spread that Dr. Andrews, from Amboy, New Jersey, was here with models of mail locks, for which he would take out a patent.* I found him several times with Mr. Coleman after the return of the latter in
115 October; and on the day I signed the bond the two were in conversation together respecting the locks, nor could they hurry them out of sight before I saw them. Coleman then asked me what I thought of the lock. I examined it and replied that it was certainly an improvement on the old locks, but that the old key could be made to fit it. Upon this, the gentleman himself, Mr. James Owner, offered to bet me $5 that I could not pick it. I asked him how many $5 notes he would bet, for I would bet with him. He wished me then to go with him to Schneider's, a locksmith, and try it. I refused to go to any locksmith's shop, for they were all opposed to me, but offered to go to a blacksmith's, for they were not opposed to me. So we went out immediately, in office time, to John Daly's, in Fourteenth street, where I made two hooks out of some old wire I found there, and in two minutes picked his lock without any further injury. Then he struck the lock with a hammer handle and said: "Look here, your lock can be broken open thus." There were four or five persons present. I told him he had practiced that before, and should be appointed by the department to teach mail drivers how to open locks. We went back to Coleman's room, and I was asked to open the lock again, that he might see it; so I did so upon his table. This happened after Coleman's return.

I was now informed that no more locks would be taken until I gave security in bond; but that if it was given, all would be straight. At the same time Mr. Hunt, of New York City, was here for the money I owed him for castings which I had ordered, and he will readily recollect what Mr. Coleman told him. Captain Easby now agreed to sign the bond, and Spalding and I brought the locks from the bank to the department. I think there were about twelve hundred. I found Mr. Owner again there, very busy. He asked me whether I would pick his lock again. I told him he was better paid for his time than I for mine, and that I would have nothing to do with a man who would not pay his bets. The next day the hammer was again tried, and most of the locks Spalding had made came open, being badly made. I selected some of mine, and some were found which could not be easily opened. Mr. Easby was present when Mr. Coleman showed me the defective work. I suspected before how it would be, and had often told Spalding that his work was not as good as it should be, but he always said the locks were good enough for mail bags; he knew better than I. In this, perhaps, the object was the same that they are now working for. In brief, the locks were returned to the bank, where they yet remain.

We have made an attempt to introduce a steel spring, but not with entire success, the hooks being too short, and the locks will have to be opened to make them as good as they should be. I believe, however, that all

*Another gentleman, a clerk, had sought out the best workmen in the city to make locks and had had several made himself. I found him, &c.

the locks can be rendered fit for use, not indeed so good as those I now make, as these are now made after my own model. The brass springs are not strong enough, especially as they have to be proved with twenty, thirty, forty, and fifty strokes with a hard mallet; but these bear no comparison with those I now make. I was also requested to try the old locks, and those of Mr. Owner. The first old (that is new locks made on the old
116 system) had been in use from twenty to thirty years. The first stroke entirely opened and ruined the lock, and a few more broke it to pieces. I then took Owner's lock and tried it with the same hickory key which had raised such blisters on his hands when he tried mine, and many eyes stared when the third or fourth stroke started the rivets and rendered it incapable of being opened. Colonel Coleman cried enough. It was the same I had picked three days before at the blacksmith's shop. While Mr. Owner was hammering my lock Spalding asked if he was not interested, and Mr. Coleman said it was none of his (Spalding's) business; that Owner was his clerk, and he could choose for that station whomsoever he pleased. The matter was then referred to the Postmaster General on Friday, and on Monday the election news arrived from Pennsylvania and New York, and everything was laid aside till the fourth of March. In August, September, and October my workmen had warranted me for their wages, and different friends superseded for me. Mr. Spalding also superseded one of $50, on the locks at the bank. On the 28th of October the deed of trust was made to Easby. Three judgments were brought against me, two for work and one for groceries Had I followed Easby's advice, I should have taken the bounds and benefit of the act on the first, for which purpose he offered to go security. But I would not do it, and when I came to him the third time he said it should be the last time he would go security for me. I resolved to do it then, if I was warranted again, but I was not. The executions were then levied upon my goods, which were sold at constable's sale on the 30th of April last, when a carryall and harness, which cost $90, sold for $41, and this for the judgment superseded by Spalding, Easby's brother-in-law.

In November Easby placed a protest in the department respecting my contract. After the order was given me to repair 500 mail locks Colonel Coleman wished to give me some thousand to repair, but being busy about my machinery it was left to Spalding and the other workmen to do. They all endeavored to make good wages, and Spalding among the rest. The locks were old ones which had been knocked to pieces. There were two men who had formerly been employed on this work who made a great noise, and when the locks were delivered to the department I heard the greatest nonsense about such conduct, and Spalding had selected the locks in the office with Bottler. And reports were circulated against the department and all under my name. Depositions were taken at Squire Morsell's without my knowledge, and Messrs. Bordine and Hudson are to make statements before Mr. Thompson about Mr. Washington Lewis not having acted honorably. But have Easby and Spalding acted well? On my next visit to the office Mr. Coleman asked what it was all about. I told him I was the innocent party, and that all had been done by Easby and Spalding. And the cause of it all is now evident, namely, to defraud me out of my contract.

When the locks were delivered I went to Colonel Coleman for another order, but he told me I had treated the department meanly, and thus had I to bear the blame. At the same time he remarked that he wished he
117 had 5,000 locks of the second pattern. I replied that if he would give an order he could soon have them, but could not expect me to make them without an order when I was not justifiable in making one without it. I then asked him where the model locks were which I had left with my papers. He said he had never seen them. Then, said I, he had acted

without cause. He told me if it had not been for him I should have lost the contract perhaps three months ago. I told him that six or eight months since would have been the proper time to require security of me, and not then when I was so deep in debt, and had no more orders to fill. He answered that he had no doubt I would receive orders if the locks were made by the last model, and that he himself preferred them to all others. Again, in April, I spoke to him at the court-house about it, when he told me that mine was still the best lock he had seen. I then let him have three model locks. I do not exactly recollect the date, but the account book, wherein the articles are valued, will show it; but even they are inferior to those I now make. I have seen the account book, but nothing more has been entered since August 6, 1840, and the cause is, I believe, that I have delivered work which was not ordered, and this I understood from a clerk who keeps the account, Mr. Johnson.

I have long since discovered that I placed too much confidence in the public officers; for, had I worked no more after I asked for the third order, and not gone to New York to order castings, I should not be in my present situation with my business and family; but I thank God Almighty that I can wait with patience till justice shall be done me. It is easy to ruin a man in this way who is even in the best circumstances. To keep hunger from my door Doctor Gunton and Mr. Easby obtained verbal orders from Colonel Coleman for as many keys as I could make. I made several hundred, and when they were delivered I received an order for a few hundred locks. My credit was not good enough to obtain more workmen, and those I had made only keys. So I made all the keys I could from the castings I had, amounting to about 1,000 more, great and small, and delivered 1,100 to the department early in March. These were not received, and I took them back on the 7th of May. They were in a closet, under my key, and I told Colonel Coleman that the money I should get for them would enable me to proceed with the locks, 500 or 600 of which were in progress, but could not be finished for want of workmen. On the 3d of March I received twenty dollars from the bank on account and divided it among my hands, except two dollars, which I kept for myself. And since that time nothing more has been done.

But the secret is now out that I have been knocked out of my contract by intrigues of relationship and underhand working. Seven months the secret document lay hid in the recorder's office, until my need was at its strongest, and God is my judge that I never dreamed such a deed was in my existence, nor now whether it be in force or not.

I have heard nothing else but "patience till the 4th of March," and now the 4th of June is past, and nothing yet done. Yet something has been done, thank God, and it is that which I have waked from sleep in the recorder's office. The question now is: Am I contractor, or Mr. Easby, or Mr.
118 Spalding? Who is entitled to the patent right? is it I, Easby, or Spalding? On the 28th of May I spoke with Mr. Skinner upon the subject. He told me Mr. Spalding had shown him his lock upon which he had a patent. I replied that Spalding had told him a lie. The same day I went up to the Patent Office to learn what it was. He had five articles in his lock of the six which mine contains, besides the spring and key. His patent is only for a hook, but he cannot bring my inventions into his locks.

I shall therefore let it be settled entirely under my assignment to the United States, and see whether there is anything in that to punish the use he has made of the keys he had as sub-contractor, and whether he has done right in delivering locks without my order, and making locks without any order from the department, and these even not according to description or in a workmanlike manner. In addition to this he said when delivering the

locks that Mr. Nock had nothing to do with them, and they were his own—the 144, namely, that were delivered on the 3d of March. Mr. Johnson answered, that if the locks came not from me he could not receive them, as I alone had contracted. Spalding then said they came from my factory and that I would soon be there myself to take a receipt; soon after I came in bringing twenty locks finished by myself, nineteen of which I delivered, and kept one that worked too hard. These with the 144 made 163. I refused to make out the bill in my name until they had been examined before witnesses. I knew what would be the result, and had desired to prove them at the factory, which Mr. Spalding declined doing, having received orders from Mr. Easby to have nothing to do in the matter. Mr. Johnson examined Spalding's locks and rejected twenty-four or more which could not be readily unlocked. They were certainly very defective, and I now believe the work had been slighted out of spite against me. He repaired the locks, and the second time seven were rejected in my presence, and I must candidly confess that I wonder more were not refused. The secret was yet unknown to me, but I began to have doubts about the propriety of any further connection with Mr. Spalding. Mr. Coleman sent for me and asked whether the locks were made by Mr. Easby or me. I told him that they were made in my factory, 144 by Spalding and 19 by myself; and that it seemed strange I was to have nothing to do with Mr. Spalding. He answered that I was the proper man whom alone the department know, and asked me whether I could call that work which proved so slight and defective, or thought it fit to be seen by the Postmaster General and his successors. I told him what I thought of it. He told me to go look at it, for it did me more discrèdit than was proper, for I had promised the last time that the next delivery should give satisfaction, and now, on the contrary, it was enough to disgrace a man. I remarked that it was that man who had put the work on Spalding, and when I asked where was the order from the department, he answered, "I am the order myself". And from that time I began to doubt and suspect some underhand proceedings. That the 100 locks Mr. Johnson had hammered and ruined five of, were made of my materials and with my tools. That I had calculated much on Spalding, but could not suffer longer from his negligence,
119 through which locks were thrown on my hands three or four times; he must not be suffered to vent his spite on me, and on the whole, I thought it best that we should separate. I sincerely wished I had never seen him, for what he said to me on Monday evening, May 28, was unfit to be heard in a civilized land. He must have forgotten what he has enjoyed in my house, but there is one who has not forgotten it, and it is written down for the day of settlement. To conclude, I will only say that Mr. Easby notified my two landlords to sell out my furniture. They came to me on the same day, Monday, May 28, and I had to suffer a seizure to be made by T. W. Pairo, landlord for the factory, and John Wilson, agent for his sisters, for my dwelling.

On the 3d of May I saw Mr. Skinner at the office, and showed him the writings I had from the department; he read them all through and referred me to Mr. Berry, chief clerk. While I was explaining to these gentlemen the difference between the old and new lock Mr. Owner came in on official business and observed that I had a whole assortment of locks; I told him that it was not his business there to talk with me; after more words he said I had cheated the treasury building and would do the same by the post office, and that my work was not worth a fi'penny bit. I warned him to be careful how he talked, and reminded him of what I had said in Daly's shop; he said I lied; I asked him to repeat it, and inquired whether he did not recollect going to Daly's shop between ten and eleven o'clock, to see me pick his lock, and whether that was any part of his duties; he said he had per-

mission, and then went back to his office. Messrs. Berry and Parker were present when this passed, and Mr. Skinner himself might have heard it. After this I went to Dr. Gunton, who stepped up to the department to see Mr. Skinner, and on his return, told me not to go to the department again in a passion. Next day, May 6, Dr. Gunton brought a letter to me from Mr. Skinner and told me to go to a lawyer and make a statement against the department for $10,000, but my conscience would not suffer me to do so, for I could not imagine how the department could owe me so much, and so I told him next day. On the 27th of that month I got Mr. Hoban, lawyer, to make a statement in answer, but just then the discovery was made of the deed of trust.

Mr. Easby determined to sell me out. On the 23d my property was seized, and on the 25th I went with Mr. Woodward, deputy marshal, to the recorder's office, to see what was there recorded against me; then appeared this deed, of which I ordered a copy, and obtained it next day. Its contents plainly showed why Mr. Easby and his lawyer had not wished me to read it carefully or show it to Mr. Hellen, who had written the bond four days before. On the 26th and 27th Mr. Bottler, for Spalding, took his property out of the workshop in my factory, and I placed a padlock on the door; he came again next day, when I let him in, and asked what more he and Spalding had there; he said nothing, except to clean the room. I told him I would myself cause the castings and stove dust to be picked over, but added that the castings were mine, because I should have to pay for them; and then we left the house.

The next day Spalding opened the lock, went in, he got several more
120 castings to make more patent locks. On the 8th of June I went to the department and saw two locks and a key which he had made, as well as two letters from him on the desk. I asked Mr. Johnson, who was tying up the locks, what was to be done with them; he said they were to be put with the other specimens; I said it would be well if they could be found again, at which he and Mr. Hawk laughed. Spalding, as Mr. Johnson informed me, had said they were his locks, although they were made of my materials and after my patent, and even by the very key I had given him as sub-contractor to make the locks by. He had also marked them with the letter N, and Nos. 4, 5, and 6. Mr. Bottler told me he had also given one of the keys to Spalding, who now had three; and Mr. Garderson, constable of the first ward, whose assistance I obtained to settle the business, told me Spalding refused to give up the keys.

As I went home that evening, between seven and eight o'clock, Spalding came up to speak to me, but I would not stop, and refused to speak with him. He kept with me until I came to the corner, when I told him he should not come into my house, and if he attempted it I would pitch him out. He picked up a stone and called me a damned son of a bitch, and dared me out, but I would not. The neighbors told me there would have been blood shed, for he swore in his passion that he would be revenged, and put a large knife in his pocket, at least so said a man and his son who were passing at the time. I went to the man about it, but he would say nothing. Bottler was present and saw it all. Constable Garderson asked me, a few days after, whether I had taken out a warrant for Spalding on account of his threats. I said no. He added that Spalding would do nothing. I said I should get no warrant and that he should never enter my door; I shall see what he will do.

I have heard two or three times lately that the matter was settled between Spalding and the department, and that the former had obtained a contract, or at least the half of mine, but of this I know nothing more than report tells.

JOSEPH NOCK.

Washington, June 9, 1841.

VI.

No. 3. The improvements on Joseph Nock's United States mail patent lock consist, viz:

1. In the spring *h*, which is riveted to the side of the lock-case, and operates on the principal escapement tumbler, *d*, as shown in the annexed drawing. This spring is made very strong, to prevent the tumbler from springing out of its position when tried to be opened by a blow.

2. The improved lock is much easier to open, as it contains only one principal escapement tumbler, so constructed that the shortest part of the
121 key-pit has to act upon it in opening, whereby the greatest power is obtained without much exertion, and the key is not liable to get out of order.

3. The escapement tumbler *d* is, in this lock, much stronger, and its head or hook makes a different angle with the pin upon which it works. The line 1 shows how the hook was placed formerly; the line 2 shows the angle of the hook as I make it at present.

4. The shackle *c* has now three hooks or places, instead of two, into which the principle escapement tumbler *d* and hooks *e* and *f* fit. The improved or third hook is on the back of the shackle, as seen in Fig. 2, *w*.

5. The pins on which the hooks work are, in this lock, changed, for four different reasons, viz:

a. The hooks *e* and *f* are now straight, and not curved, as formerly. They are therefore stronger and not liable to stretch, as a curved piece will.

b. It is more difficult to operate upon with any instrument in picking the lock.

c. The key-pit is not liable to shorten from use, as it operates on the hooks *e* and *f* from the side.

d. The tumbler and hooks have their separate springs, and each working separately. The springs are now longer and stronger.

6. To place the springs better, and to obtain more room in the lock, I take off a corner from the lock-plate *b*, and give the two pins between which the springs *g* (see Figs. 1, 11, and 12) are placed another position.

7. The shackle opens by itself, by means of the spring *i*, which operates on a prolongation of the shackle below the pin upon which it works. (See Fig. 1, *u*, and Fig. 3, *u*.) This is a steel spring, and riveted to the lock-case, like the other spring, *h*, mentioned in the beginning.

Improved and drawn by myself.

JOSEPH NOCK,
Corner of G and 21th streets, Washington, D. C.

Washington, April 12, 1841.

(For diagram see original.)

VII.

POST OFFICE DEPARTMENT, *Inspection Office, November* 16, 1841.

SIR: A list of applications for the manufacture of mail locks, amounting to twenty-one, is herewith presented. It may be presumed that if notice had been given the number would have been greater, as the amount of the
122 contract could hardly fail to beget extensive competition and a display of, perhaps, even a yet higher degree of ingenuity in this branch of manufacture.

The contract with Mr. Nock, as I understand, was made without notice or rivalry, and it was only when the refusal of the department to carry it out, on the ground of material defect of the locks delivered under it, got to be partially known among the manufacturers of that article, that competi-

tion ensued and the numerous samples were produced which are now waiting your decision.

On the part of Mr. Nock it is contended that, under the contract with him, he has a right of preference, and that the department is precluded from looking elsewhere for any lock different from that which is now in use, if, indeed, he does not maintain that it cannot in equity make use of any new locks of any construction to be made by others than himself. Although it is admitted that the locks at first delivered under this alleged contract were defective and liable to be opened by means within the reach of the most unskillful, in fact, by mere violence of concussion, yet he maintains, first, that these defective locks were made according to the contract sample, and, at all events, that any right to annul or disregard the contract which may have accrued to the department from the defect there disclosed has been superseded and overcome by a subsequent improvement obviating that defect. If the Postmaster General consider the contract, under these circumstances, as obligatory on the department, at least so far as to give claim to this applicant to an equitable right of preference, then the question arises whether his amended lock will supply the first great desideratum, security to the mails, as far as depends upon that guard against felonious attempts at depredation.

If the contract adduced in this case has been so far revived in its equitable force at least by the amended lock as to establish for Mr. Nock the right of preference, and the article now adduced is deemed to be fully adequate to its purposes, it would seem that it only remains for him to give ample security against failure in the workmanship and the supply, and he may then proceed with the work as it may be ordered. If, on the other hand, his failure in the quality of the lock should be judged by you to have released the department from all engagements with him, and yet more, if his improved lock be liable to be opened by false keys easily manufactured, the whole question of contract would seem to be open, and the inquiry arises, first, does there exist, at this time, a necessity for a new lock so urgent as to justify an expenditure so heavy? If yes, then it remains for the Postmaster General to decide:

Secondly. How shall the contract be made—by advertisement or otherwise?

Thirdly. How shall the examination be made?

Fourthly. Shall it be a sine qua non that the lock cannot be picked?

On the first point my opinion is, from the best data I can obtain, that by repairing old locks and making some new ones at the price proposed, we can meet all demands at an expense of, say, five or six hundred dollars per quarter for the next year. On the second, I would respectfully recommend an advertisement for a lock that cannot be opened, at least by external violence, the cheapest to be preferred, of course all the other circumstances being equal. On the third, that the examination be made by a skillful mechanic, of good reputation, not a competitor for the contract. On the fourth, that if one should be presented which defies all attempts at picking, I would give it decided preference, even at a higher price, all other circumstances being the same. I would require, as one of the qualities, that when opened it could only be fastened again with a key, because if drivers should pick the lock when alone on the road, the fact would be apparent from the lock being open on delivery of the mail at the next post office.

123

Should the Postmaster General concur in these views, a notice might be sent to the present applicants that public notice would be given, and a copy of it sent to them whenever it may be deemed necessary to contract for a new lock.

I am informed that when this matter has been under discussion heretofore

the rough estimate allowed an average of 600 locks for each State, besides the Territories, making little short of 20,000 locks.

Respectfully, your obedient servant,

J. S. SKINNER.

Hon. C. A. WICKLIFFE.

There have been repaired since the 1st day of May last, for the use of the department, 3,850 locks. Of this number there are now on hand 404, including 50 in the hands of the locksmith. There are not on hand to be repaired more than it is estimated will be wanted by the 1st of January next, so that it will be necessary at once to take measures on the subject to keep up a supply. If Mr. Nock's contract should be adjudged not obligatory, as decided heretofore by this department, or if orders under it should be postponed, a small supply of new locks, which may be had at sixty cents each, may be ordered from time to time. In fact, that will require to be done in any case, because where a new lock is adopted a large number must be on hand before any are sent out.

The price for repairing locks was fixed in 1837 at 62½ cents. For the first locks repaired after the 1st of May 40 cents was paid; but now and ever since a sharp contest exists for this work at 25 cents each. All of which is respectfully submitted.

J. S. SKINNER.

Mr. Johnson will be careful to make out a list of all persons applying to furnish locks, and their address and the terms offered by each. Be careful to have it accurate.

J. S. S.

June 10, 1841.

POST OFFICE DEPARTMENT, *Inspection Office, November* 16, 1841.

The following is a list of persons making application to manufacture mail locks and keys, with their places of residence, and the terms offered by each, viz:

124 No. 1.—Andrews & Maurice, of Perth Amboy, New Jersey, proposes to furnish locks and keys like the specimens exhibited, at the following prices, to wit: Brass-faced locks, (clam-shell form,) with ten rivets, at $1 25 each; the same, with eight rivets, at $1 20 each; iron lock, (clam-shell form,) with ten rivets, $1 each; the same, with eight rivets, at 95 cents each; keys for each kind of the preceding locks at 15 cents each; brass-faced tight locks, with six rivets, at 65 cents each; iron tight locks, with six rivets, at 52 cents each; keys for the same locks at 10 cents each.

No. 2.—H. C. Jones, of Newark, New Jersey, proposes to furnish locks and keys, like the specimens exhibited, at the following prices: Brass top lock at $1 each; without cover to key-hole at 87½ cents; keys for either locks at 15 cents each in addition, ($1 02½ lock and key;) iron locks at $1 each; without cover to key-hole, 87½ cents each.

No. 3.—J. B. A. & Co., of New York City, propose to furnish mail locks, like the specimens exhibited, at the following prices: Brass locks at $1 50 each; iron locks at $1 25 each; keys for either locks, 18 cents each.

No. 4.—J. B. Patterson, senior, of Pittsburg, Pennsylvania, proposes to furnish mail locks of the same description with those now in use for the mail service, at the following prices: Brass-faced locks at $1 25 each; iron locks at 75 cents each; keys for either locks at 12½ cents each.

No. 5.—A. Paulding, of Philadelphia, Pennsylvania, proposes to furnish mail locks like the specimen exhibited, at $2 each. (A description of the lock is contained in a letter on file.)

No. 6.—J. J. Coddington, postmaster of New York City, applies, in behalf of Alderman Haite, for a contract to furnish mail locks made of composition metal. No price named. (See letter on file.)

No. 7.—John D. Boteler, of Washington, D. C., petitions for a contract to furnish mail locks. No price mentioned. (See letter on file.)

Second proposal: Iron lock, 83 cents; brass locks, 96 cents each, with keys.

No. 8.—Washington Lewis, of Washington, D. C., proposes to furnish mail locks and keys, like the specimens exhibited, at the following prices, to wit: Brass-faced locks, with keys to each, at 62½ cents each; iron locks, with keys to each, at 62 cents each.

125 Also proposes to furnish mail locks like those now in use at the following prices: Brass-faced locks, with key to each, at $1 each; iron locks, with key to each, at 75 cents each.

No. 9.—John W. Hodgson, of Washington, D. C., proposes to furnish locks on the following terms; that is to say, take the old mail locks returned to the department and work them up into locks like the specimens exhibited, at the following prices: Brass-faced locks at 90 cents each; keys for the same 20 cents each; iron locks at 70 cents each; keys for iron locks at 15 cents each.

No. 10.—W. H. Burdine, of Washington, D. C., proposes to furnish mail locks. No price is named. (See application filed.)

No. 11.—E. H. Roper, of Washington, D. C., proposes to furnish mail locks like the specimen exhibited, on the following terms, to wit: 40,000 locks for $20,000, or furnish new locks like those now in use, without a slide over the key-hole, at 62½ cents each, and those with a slide at 75 cents each. In each price of the above-mentioned locks the price of its key is included. The price of each of the above-named locks without its key would be ten cents less than is there specified.

Second proposal: Lock, $1; key, 10 to 25 cents each.

No. 12.—Thomas A. Hawke, of Washington, D. C., proposes to furnish mail locks, like the specimen exhibited, at the following prices, viz: Locks, 96 cents to $1 each; keys for same at 12½ cents each.

No. 13.—E. Maynard, of Washington, D. C., proposes to furnish locks like the one he has invented. No price named nor specimen exhibited.

No. 14.—James Owner, of Washington, D. C. exhibited a specimen mail lock of which he is the inventor, and which he says is secure and admirably calculated for the mail service. No price stated. (See letter on file.)

No. 15.—John Spalding, of Washington, D. C., proposes to furnish mail locks and keys, like the specimen exhibited, (same as J. Nock's lock,) at the following prices, viz: Brass-face locks at $1 20 each; key for same, 25 cents each; $1 45 with key; iron locks, 90 cents; key for same, 15 cents; $1 05 with key.

No. 16.—C. H. Munk, of Washington, D. C., exhibits a lock which he recommends for the mail service.

126 No. 17.—William Ball, of Washington, D. C., exhibits four locks which he recommends for the mail service.

No. 18.—Joseph Nock, of Washington, D. C., exhibts locks designed for the mail, which he recommends in lieu of those previously made by him.

No. 19.—S. Kleindienst, of Washington, D. C., exhibits a lock as a specimen, which he recommends for the mail service.

No. 20.—William Duncan, of Enfield, Grafton County, New Hampshire, exhibits a lock as a specimen, which he recommends for the mail service.

No. 21.—Franklin Johnson, of Baltimore, Maryland, exhibits three padlocks as specimens, whch kind of locks he proposes to furnish at 37½ cents each, (iron,) and brass locks at 45 cents. Keys for each lock 10 cents.

No. 22.—C. Dumbert, of Georgetown, D. C., exhibits three padlocks as

specimens, which he proposes to furnish at prices as follows, viz: Lock No. 1, $1 12; No. 2, $1 25; No. 3, $1. Keys for each lock 15 cents.

VIII.

WASHINGTON CITY, *December* 11, 1841.

The Hon. Postmaster General of the United States:

SIR: The great injustice which has been done to me by the department, in withholding the obligations of their solemn contract from being fully executed—the strange and anomalous character of this proceeding in a government of laws, where every citizen trusts to the legal force of that government to enforce the faith of all contracts made between its subjects, instead of a disregard by it of the contracts entered into by its officers, and the severe damage which I have sustained from the action of the department, which seems to shrink from the avowal of such a principle, leaves me but one alternative, and that is, that I may be gratified with a final and speedy decision in the case. I desire it on the ground that if you, sir, can deliberately disavow this contract, and shall undertake to annul it, I may at once appeal to the Congress of the United States for redress, as a case which would certainly be awarded to me by a jury in the case of an individual; and if favorable, that I may proceed with my operations. All that I ask of you is, that you will formally pronounce your decision.

Very respectfully, your obedient servant,

JOSEPH NOCK.

127 POST OFFICE DEPARTMENT, *December* 20, 1841.

I have examined this case of Mr. Knock, looked into the contract, seen the locks furnished tested, and am satisfied they are not good and in accordance with the contract. All that have been delivered have been paid for by Postmaster Kendall—about 2,000 in number—and are now in the department useless and a loss to the government. I find that Posmaster General Kendall, who made this contract with Mr. Knock,* annulled or arrested it because of the defect in the lock, and refused to recognize the obligation of the department to receive the locks, if made, of the contractor, who had imposed upon the department worthless locks. I will not revive the contract or consent to pay for locks hereafter manufactured under it. The inspection office will cause to be made known to Mr. Knock this, my final decision.

C. A. WICKLIFFE, *Postmaster General.*

IX.

No. 62.] POST OFFICE DEPARTMENT, *Inspection Office, December* 11, 1841.

SIR: Not knowing whether the Postmaster General has come to any conclusion in the case of Mr. Nock, for the manufacture of locks, it is proper that he should be advised that Mr. Lewis, the manufacturer of the old locks, has invented an improvement which obviates their liability to be opened by a blow, and propose to furnish the lock and key now in use, at $0 75

Improved iron lock at	$0 87½
Key for the same at	12½
	1 00

*This should be Niles.

Brass lock and key, the same..... $1 00
Price heretofore paid and demanded by Mr. Nock:
For iron lock and key 1 15
For brass lock and key..... 1 35

Suppose, then, the iron lock now in use to be continued, there would be a saving, on each lock and key, of 40 cents, or 34 8-100 per cent.

And on this improved lock, which I would propose should be adopted, with the old key, there would be not only a saving of fifteen cents on each,
128 but of all the locks now on hand and in use, and the trouble and confusion of distributing some 15,000.

On the brass lock over that now in use we should save fifty-five cents, but of these we have enough in store to last for years, with occasional repairs, at the rate of twenty-five cents each.

As we shall soon have occasion for locks beyond the supply which can be obtained by repairing old ones, I would respectfully recommend to the Postmaster General to order the improved lock from Mr. Lewis, but that there is to-day an offer from a manufacturer at Northampton, Mass., to make and send on a specimen lock adapted to the key in use, and it would seem to be expedient to wait for its reception before any final decision is had.

My letter to the postmaster at Philadelphia, written under the instructions of the Postmaster General, has elicited from the manufacturer of mail bags, lately employed, an offer to supply that article in future at a saving, according to the different sizes, as follows: Size No. 1, $2 50, now offered at $2 10. Size No. 2, $2 10, now offered at $1 30. Size No. 3, $1 25, now offered at 80 cents.

I have deemed it to be my duty to apprise the Postmaster General of these offers, especially as to locks; and when the one promised from Northampton shall have been received his orders will be solicited, with a view to some permanent arrangement, which cannot be much longer delayed.

Respectfully, your obedient servant,

J. S. SKINNER.

X.

OFFICE OF THE AUDITOR OF THE TREASURY
FOR THE POST OFFICE DEPARTMENT.

I, Thomas M. Tate, Auditor of the Treasury for the Post Office Department, do hereby certify the annexed to be true and correct copies of the originals now on file in this office.

In testimony whereof, I have hereunto signed my name and caused to be affixed my seal of office, at the city of Washington, this 22d day of October, in the year of our Lord one thousand eight hundred and sixty.

[SEAL.] THO. M. TATE,
Auditor of the Treasury for the Post Office Department.

129 No. 1.

I have no objection that Mr. Nock should receive his bill for one hundred dollars and fifty cents for repairing locks, &c., without prejudice to the orders on file in my favor.

JAS. ADAMS, *Cashier.*

Bank of Washington, August 3, 1840.

WASHINGTON CITY, *August* 1, 1840.

The Post Office Department to Joseph Nock Dr.

July 21. To repairing 33 brass locks, at 50 cents each..... $16 50

July 25.	To fifty brass locks, at $1 35 each.....	$67 50
August 1.	To repairing 17 brass locks, at 50 cents each.....	8 50
	To eight new iron locks, at $1 each.....	8 00
		100 50

No. 1,073. Joseph Nock, present. Mail locks, $100 50.

AUDITOR'S OFFICE, *August* 3, 1840.

Examined.

D. SAUNDERS.

Third quarter, 1840.

The within account, $100 50, is correct as stated, for mail locks and repairs.

D. S., *Clerk.*

AUGUST 1, 1840.

Referred to Auditor of the Post Office Department.

DAN. COLEMAN.

No. 4,847.] AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT, *August* 3, 1840.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks, $100 50, as appears by the accounts and vouchers herewith submitted.

Very respectfully, by C. K. GARDNER,
Auditor Post Office Department.

Urgent.

No. 1,830. Baltimore, Maryland, August 3.

130 Draft No. 1,830—3d August, 1840. 24,847. Joseph Nock.
Third quarter, 1840.

Post Office Department to Joseph Nock Dr.

1839.

Dec. 30.	To fifty brass-faced mail locks, at $1 35 each.....	$67 50
	To one hundred and fifty large keys, at 20 cents each....	30 00
	To one hundred and fifty iron mail locks, at $1 each.....	150 00
	To four hundred and fifty keys for iron locks, at 15 cents each.....	67 50
		315 00

No. 932. Joseph Nock present. Mail locks and keys, $315 00.

AUDITOR'S OFFICE, *December* 30, 1839.

Examined.

D. SAUNDERS.

The within account for mail locks and keys is correct as stated.
The locks and keys are this day delivered to Post Office Department.

H. JOHNSON, *Clerk.*

December 30, 1839.

Correct.

S. R. HOBBIE.

December 30, 1839.
Fourth quarter, 1839.

No. 255.] AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT,
December 31, 1839.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks and keys, $315 00, as appears by the accounts and vouchers herewith submitted.

Very respectfully, by

C. K. GARDNER,
Auditor Post Office Department.

Waiting. 6,878. December 31.
131 Paid by draft. No. 6,878. 31st December, 1839.
Fourth quarter, 1839.
20,255. Joseph Nock.

PHILADELPHIA, *April* 20, 1840.

The Post Office Department to Joseph Nock Dr.

To 450 iron mail locks, at $1	$450 00
To 50 brass-faced mail locks, at $1 35	67 50
	517 50

Received payment in full.

JOSEPH NOCK.

The within account, $517 50, for mail locks, is correct. The locks are received at the department.

H. JOHNSON, *Clerk.*

April 21, 1840.

JAS. ADAMS, *Cashier.*

PHILADELPHIA, *January* 18, 1840.

Dollars, 500.

Three months after date please pay to the order of James Adams, esq., cashier, five hundred dollars on account of the order of your department on me, dated 15th instant, for one thousand and fifty iron mail locks and seven hundred and fifty small keys of the same description and price I have already furnished.

And oblige

JOSEPH NOCK.

To AMOS KENDALL, Esq., *Postmaster General.*

To the Auditor of the Treasury for the Post Office Department:

SIR: Please pay to the cashier of the Bank of Washington the within amount, and his receipt shall be good against me for the mail locks within mentioned.

JOSEPH NOCK.

Witness: P. W. NEEFE.
WILLIAM HALLOSE.

132 No. 1,010.—Joseph Nock, Philadelphia, Pa. Mail locks, $517 50.

AUDITOR'S OFFICE, *April* 21, 1840.

Examined. D. SAUNDERS.
Second quarter, 1840.

No. 2,356.] AUDITOR'S OFFICE FOR THE P. O. DEPARTMENT,
April 21, 1840.

To the Postmaster General:

There is due to Joseph Nock, of Philadelphia, Pennsylvania, from the United States, for mail locks, $517 50, as appears by the accounts and vouchers herewith submitted, which is duly assigned to James Adams, cash'r.

Very respectfully, by

C. K. GARDNER,
Auditor Post Office Department.

9,346. April 22.

Paid by defendant; No. 9,346; April 22, 1840; second quarter, 1840; 22,356; Joseph Nock.

The Post Office Department to Joseph Nock Dr.

1840.

July 3.	To 600 iron mail locks, at $1 each.....	$600 00
7.	To 740 small keys, at 15 cents each	111 00
8.	To 10 small keys, at 15 cents each	1 50
		712 50

Received payment.

JOSEPH NOCK.

Washington, July 8, 1840.

No. 1,057. Joseph Nock, present. Mail locks and keys, $712 50.

AUDITOR'S OFFICE, *July* 9, 1840.

Examined.

D. SAUNDERS.

Third quarter, 1840. The within account, $712 50, for mail locks and keys, is correct, all of which has been received.

DAN. COLEMAN.

Referred to Auditor July 8, 1840.

133 AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT,
No. 4,301.] *July* 9, 1840.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks and keys, $712 50, as appears by the accounts and vouchers herewith submitted.

Very respectfully, by

C. K. GARDNER,
Auditor Post Office Department.

Draft. No. 1,438; July 11, 1840; 24,301. Joseph Nock. Third quarter, 1840.

WASHINGTON, *August* 6, 1840.

Post Office Department to Joseph Nock Dr.

For repairing 100 brass locks, at 50 cents each..... $50

The within account of $50 for repairing brass mail locks is correct.

H. JOHNSON, *Clerk.*

Referred to Auditor of the Post Office Department August 6, 1840.
DAN. COLEMAN.

Pay order of James Adams, for value received.
JOSEPH NOCK.

No. 1,081.—Joseph Nock, present. Mail locks, $50.

AUDITOR'S OFFICE, *August* 10, 1840.

Examined. D. SAUNDERS.
Third quarter, 1840.

No. 5,169.] AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT,
August 10, 1840.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks, $50, as appears by the accounts and vouchers herewith submitted.
Which is duly assigned to Jas. Adams, cashier.

Very respectfully, by
C. K. GARDNER,
Auditor Post Office Department.

2,023. August 10.
Payable to James Adams, as per order.
134 Draft No. 2,023. August 10, 1840. 25,169; third quarter, 1840.
JOSEPH NOCK.

No. 7,158.] AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT,
November 21, 1840.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks, $152 80, as appears by the accounts and vouchers herewith submitted.

Very respectfully, by
C. K. GARDNER,
Auditor Post Office Department.

Nov. 23. Draft 376, on W. Selden, Treasury U. S., for $152 80.

Draft No. 376. November 23, 1840. Fourth quarter, 1840. 27,158.
JOSEPH NOCK.

NOVEMBER 21, 1840.

Post Office Department to Joseph Nock Dr.

Repairing 382 damaged mail locks, at 40 cents each $152 80

No. 1,134. Joseph Nock, present. Mail locks, $152 80.

AUDITOR'S OFFICE, *November* 21, 1840.

Examined.
D. SAUNDERS.

The within account, $152 80, is correct, for repairing iron mail locks.
H. JOHNSON, *Clerk.*

Referred to Auditor for settlement.
DANIEL COLEMAN,
Third Assistant Postmaster General.

November 21, 1840.

WASHINGTON, D. C., *December* 15, 1860.

Post Office Department to Joseph Nock Dr.

To repairing one hundred and eighteen iron mail locks, at forty cents each..... .... $47 20

No. 27,847. Joseph Nock, present. Mail locks, $47 20.

AUDITOR'S OFFICE, *December* 15, 1840.

Examined. D. SAUNDERS.

Fourth quarter, 1840.

135 The within account, $47 20, for repairing mail locks, is correct; the locks received.

H. JOHNSON, *Clerk.*

Referred to Auditor for payment.

DANIEL COLEMAN,

December 15, 1840. *Assistant Postmaster General.*

No. 7,847.] AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT, *December* 16, 1840.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks, $47 20, as appears by the accounts and vouchers herewith submitted.

Very respectfully, by

C. K. GARDNER,
Auditor Post Office Department.

W. No. 676. December 16, 1840. Fourth quarter, 1840. 27,847.
JOSEPH NOCK.

The Post Office Department to Joseph Nock Dr.

December 24, 1840. To repairing one hundred brass-faced mail locks, at forty cents each..... $40 00

No. 1,153. 27,914. Joseph Nock, present. Mail locks, $40.

AUDITOR'S OFFICE, *December* 24, 1840.

Examined.

D. SAUNDERS.

The within account, $40 00, for repairing brass mail locks, is correct. The locks received and inspected by

H. JOHNSON, *Clerk.*

Reported to the Auditor of the Post Office Department, for settlement, 24th December, 1840.

DAN'L COLEMAN,
Third Assistant Postmaster General.

Fourth quarter, 1840.

136 No. 7,914.] AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT, *December* 24, 1840.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks, $40 00, as appears by the accounts and vouchers herewith submitted.

Very respectfully, by C. K. GARDNER,
Auditor Post Office Department.

Warrant, 761, December 24, 1840, on J. Vansant, postmaster, Baltimore, Md., present.
27,914. Joseph Nock.
Warrant, No. 761. December 24, 1840.
Fourth quarter, 1840.

No. 8,102.] AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT,
January 19, 1841.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks and keys, $95 00, as appears by the accounts and vouchers herewith submitted.

Which is duly assigned to Jas. Adams, cashier.

Very respectfully, by

C. K. GARDNER,
Auditor Post Office Department.

956, 19th January, payable to James Adams.
Warrant No. 956. 19th January, 1841. 28,102.
First quarter, 1841. Joseph Nock.

The Post Office Department to Joseph Nock Dr.

1841.

January 16.	To five hundred small mail lock keys, at 15 cents each.	$75 00
	To one hundred large mail lock keys, at 20 cents each.	20 00
		95 00

Received payment, by payment to Jas. Adams, cashier, my assignee.
JOSEPH NOCK.

137 No. 1,168. Joseph Nock, present. Mail locks, $95.

AUDITOR'S OFFICE, *January* 16, 1841.

Examined.

D. SAUNDERS.

The within account, $95 00, for mail lock keys, is correct. The keys received.

H. JOHNSON, *Clerk.*

Referred to Auditor for settlement, 16th January, 1841.
DAN'L COLEMAN,
Third Assistant Postmaster General.

First quarter, 1841.

The Post Office Department to Joseph Nock Dr.

1841.

February 2.	To ninety-five iron mail locks, at $1 each.....	$95 00
2.	To twenty-five brass locks, $1 35 each.....	33 75
		128 75
Amount of account No. 1 brought forward.....		90 00
		218 75

Pay order of James Adams, cashier.

JOSEPH NOCK.

No. 1,189. Joseph Nock, present. Mail locks, $218 75.

AUDITOR'S OFFICE, *February* 19, 1841.

Examined.

D. SAUNDERS.

First quarter, 1841. The within account, $128 75, for mail locks, is correct. The locks received.

H. JOHNSON, *Clerk.*

Referred to Auditor for settlement.

DANIEL COLEMAN,
Third Assistant Postmaster General.

February 3.

No. 1.—The Post Office Department to Joseph Nock Dr.

1841.
February 6. To six hundred small mail keys, at 15 cents each.... $90 00

138 Pay the above to James Adams, cashier.

JOSEPH NOCK.

The within account, $90, for mail keys, is correct. The keys received.

H. JOHNSON, *Clerk.*

Referred to Auditor for settlement.

DANIEL COLEMAN,
Third Assistant Postmaster General.

February 6, 1841.

No. 8,204.] AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT,
February 9, 1841.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks, $218 75, as appears by the accounts and vouchers herewith submitted. See reference 1,177.

Very respectfully, by

C. K. GARDNER,
Auditor Post Office Department.

Joseph Nock has transferred the above amount to James Adams, cashier Bank of Washington.

February 9. C. K. G., *Auditor.*

Warrant No. 1,177. February 9, 1841. First quarter, 1841.
2,894. Joseph Nock.

We are willing that the Auditor should pay to Philip Boteler, on Joseph Nock's order, the sum named in said order, $26.

CORCORAN & RIGGS.

E. Whittlesey, Esq., Auditor of the Treasury for the Post Office Department:

Please pay to Philip Boteler twenty-six dollars, the amount due him for work on mail locks which have been delivered to the Post Office Department and not yet paid for.

JOSEPH NOCK.

Washington, D. C., May 24, 1841.

I authorize the Auditor of the Treasury for the Post Office Department to pay the within amount to Philip Boteler, due me from Joseph Nock.

JOHN SPALDING.

May 29, 1841.

139 No. 1,277. Joseph Nock, present. Mail lock, $26.

AUDITOR'S OFFICE, *May* 29, 1841.

Examined.

D. SAUNDERS.

Second quarter, 1841.

No. 1,588.] AUDITOR'S OFFICE FOR THE POST OFFICE DEPARTMENT, *May* 29, 1841.

To the Postmaster General:

There is due to Joseph Nock, present, from the United States, for mail locks, $26, as appears by the accounts and vouchers herewith submitted.

Very respectfully, by

E. WHITTLESEY,
Auditor for Post Office Department.

2,753. May 29.

Payable to Philip Boteler, assignee.

Warrant No. 2,753. May 28, 1841. 31,588. Joseph Nock. Second quarter, 1841.

WASHINGTON, *June* 10, 1841.

SIR: The claims I have against the Post Office Department are grounded on the assurances of all the officers of that department that I should be paid for all the mail locks manufactured and delivered by myself, deducting from each lock thirty cents, which was to be placed to the credit of Mr. Nock. The understanding with the department was independent of Corcoran & Riggs, or any other person, nor did Mr. Corcoran until recently intimate an opinion that he or any other person was entitled to the proceeds of my labor, only in the proportion above named. On the 3d of March, 1841, I delivered in the Post Office Department one hundred and forty-four mail locks for inspection, which is well known by Mr. Johnson, whose hands they passed through. Mr. Nock said they were mine, and he would not be accountable as to their goodness of quality. They were passed, and the bill was made out in the name of Nock, that being the direct understanding with the department. When the bill was presented to the Auditor for settlement there was a separation of the amount, Mr. Nock receiving a bill for the amount due him, and I to receive my own, which I think Mr. Saunders perfectly recollects that understanding.

The one hundred and forty-four mail locks delivered by me in the Post Office Department, after deducting thirty cents from each lock,
140 amounts to one hundred dollars and eighty cents. Deduct twenty-six dollars paid on account, will leave a balance due me of seventy-four dollars and eighty cents, being the full amount claimed by me for mail locks now in the Post Office Department. The money claimed by me is of my own earning, and [I] hope you will deliberately consider the justness of my claim. It is unnecessary for me to enter anything like a protest, as I have every confidence in the justness of your decision, terminate as it may. I have given you a statement of my views, accompanied with the views of the former Auditor of that department, for your consideration.

I am, sir, most respectfully, your obedient servant,

JOHN SPALDING.

N. B.—There is one thing I omitted: That it was not considered necessary for me to get any permission from Mr. Corcoran to draw money due me, and it never has been done, as he never has pretended a claim until the present.

J. S.

John Spalding's statement.

E. WHITTLESEY, *Auditor Post Office Department.*

CAPITOL HILL, *June* 9, 1841.

DEAR SIR: According to my recollection of the payment of the bills of locks under the engagement of Mr. Nock, (whose involvements have given the office great trouble,) who has not been able to go on with his work without the aid of other mechanics, it was verbally stipulated, in favor of the work done by Mr. Spalding, that, for the locks made and delivered by him, he was to receive his portion of compensation, (say 70 cents of the dollar,) and that the balance should go to meet the orders of Mr. Nock. (On file.)

By reference to the last account paid for work done on old mail locks, I think you will find that Mr. Spalding was paid on that principle, and with the concurrence then of Mr. Nock.

Excuse this interposition in favor of an honest mechanic.

Hastily made from, very respectfully, your very obedient servant,

C. K. GARDNER.

Hon. E. WHITTLESEY, *Auditor for Post Office Department.*

C. K. Gardiner's statement, June 9th, 1841, relative to Nock and Spalding's difficulties.

141 That this receipt shall not be construed to impair the rights of the United States, or the said Joseph Nock, arising from any agreement between the said parties.

Copy of a substitute memorandum offered by Nock.

The Post Office Department to Joseph Nock Dr.

March 15, 1841. To 163 iron mail locks, at $1 each.....	$163
May 28, 1841. Paid Philip Boteler, as per Nock's order with Corcoran & Riggs's written contract.....	26
	137

POST OFFICE DEPARTMENT, *Inspection Office.*

It is hereby understood and agreed that the settlement of the above bill for mail locks shall not be considered in anywise as evidence that the Postmaster General recognizes my agreement made with Mr. A. Kurd.

Make out this bill on a large piece of paper, and send it to my table.

D. C.

The within account, $163, for mail locks, is correct; the locks delivered.

H. JOHNSON, *Clerk.*

AUDITOR'S OFFICE, *June* 10, 1840.

MR. SKINNER—SIR: Joseph Nock, on the 24th of May, 1841, drew in favor of Philip Boteler for twenty-six dollars, for work done by him on mail locks, which had been delivered to the Post Office Department and not paid for.

You will oblige me by saying whether there was any claim at that time

on the department for mail locks on the part of said Joseph Nock, except for the 163 locks mentioned in the account under date of March 15, 1841. Your reply will much oblige, yours, very respectfully,

E. WHITTLESEY.

JOHN S. SKINNER, Esq., *Third Asst. Postmaster General.*

There was not.

J. S. SKINNER.

June 10, 1841.

142 No. 1,343. Joseph Nock, Washington City, D. C.

Mail locks	$163
May 28, 1841. Paid on account	26
	137

AUDITOR'S OFFICE, *August* 7, 1841.

Examined.
Third quarter, 1841.

D. SAUNDERS.

WASHINGTON, *May* 8, 1840.

Forty days after date pay to the order of F. S Myer, esq., five hundred dollars, for account of my contract with the Post Office Department for mail locks.

JOSEPH NOCK.

Hon. AMOS KENDALL, Esq., *Postmaster General, Washington.*

I hold myself responsible for the within, without protest.

F. S. MYER.

No. 3,350.] AUDITOR'S OFFICE FOR THE P. O. DEPARTMENT, *August* 7, 1841.

To the Postmaster General:

There is due to Joseph Nock, of Washington City, D. C., from the United States, for mail locks	$163
May 28, 1841. Paid Philip Boteler, as per order of Jos. Nock, and by written consent of Corcoran & Riggs	26
	137

This amount due to Corcoran & Riggs, as per order attached, and by decision of the Auditor made July 26, 1841, as appears by the accounts and vouchers herewith sumbitted.

Very respectfully, by

E. WHITTLESEY, *Auditor Post Office Department.*

W. No. 3,571. August 10, 1841. 33,350. Joseph Nock. Third quarter, 1841.

143 XI.—*Copy of an account of sales of tools, &c., belonging to Mr. Joseph Nock, and sold for account of William Easby, by R. W. Dyer & Co., on a sale day, December the 10th, 1842, in Washington City, D. C.*

Names of purchasers.	Articles.	Valued at.	Sold for.
Mr. Levis	First, one turning lathe, with many tools of another lathe	$80 00	$18 00
Mr. Ludick	Buff and wheel, with fixtures	30 00	4 00
Mr. Lynch	Bellows	7 50	1 75
	Two pair spones	2 00	25
	Grindstone	8 00	2 50
	Lot tools	4 00	25
Mr. Ludick	Lot lock plates, including 700 almost finished iron mail locks, at a price, per contract, one dollar each, the whole lot was weighing about 1,200 pounds, and cost 20 cents per pound in 1840; it was malleable iron, from New York.	900 00	5 00
Mr. Lynch	Lot tools	30 00	5 00
Mr. Young, chief clerk in the treasury	Shears	4 00	*37½
Mr. Trery	Lot turning tools	6 00	*2 00
Mr. Young	Two anvils and files	2 00	*75
	Lot files	6 00	1 25
Mr. Grome	Wire	4 00	3 62
	Anvil, small	9 00	2 12½
Mr. Lynch	Anvil, large	30 00	8 00
Mr. Lynch	Lot sewer plates, including all my large hooks and dies, &c.	60 00	7 00
Mr. Trery	Lot tools	40 00	*5 50
Mr. Schneider	Lot tools (bought back again after 2 years.)	40 00	2 12½
Mr. Trery	Lot tools	30 00	*3 50
Mr. Trery	Lot tools	50 00	*7 75
Mr. Trery	Box and contents	60 00	*5 50
Mr. Trery	Lot tools	55 00	*7 00
	Lot tools	9 00	2 50
	Lot tools	6 00	65
	Lot tools	8 00	1 00
	Lot tools	10 00	2 25
	Lot tools	2 00	75
Mr. Grome	Lot files	4 00	2 24
		1,496 50	102 63½

*The above items marked with the asterisk have been bought in again on the sale day by two friends of mine, but they have not paid for anything; it was stored up in the auction store, and ten dollars was paid on account, the remainder is to be paid. The whole amount was $32 37½; left, also, due on a lease of my tools, $22 37½, without interest counted since 1842.

This fine action is sprung from the public policy of the Post Office Department in 1840, through politicians and impostors—self-interested and self-fishing officers, clerks, and many other individuals. Written and copied by myself.

JOSEPH NOCK.

144 In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

XII.—*Testimony of Henry Johnson for the United States, taken before Edmund F. Brown, commissioner for the District of Columbia.*

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the 3d, 4th, 5th, and 6th days of December, A. D. 1860, personally came Henry Johnson, the witness within named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed by him to the witness; and the answers thereto were written down by the commissioner, in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did attend, and did not object.

[L. S.] EDMUND F. BROWN,
Commissioner of the Court of Claims.

Fees of witness:

Attendance, four days, at $1 50 per day	$6 00

Commissioner's fees:

For taking testimony, 54 pages, equal 9,800 words, at 20 cents per 100	$19	60
For administering oath		10
For serving subpœna		50
	20	20

The deposition of Henry Johnson, taken at the request of John D. McPherson, esq., deputy solicitor of the Court of Claims, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* the United States.

First general interrogatory by the commmissioner. Please to state your name, your occupation, your age, your place of residence the past year, whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is Henry Johnson; my occupation, a farmer; my age is sixty-two years; my residence the past year, Fairfax County, Virginia; I have no interest, direct nor indirect, in the claim which is the subject of inquiry; and am in no degree related to the claimant.

145 First interrogatory by the deputy solicitor. What positions have you held in the Post Office Department, and what have been your duties in those positions, and during what periods have you held them?

Answer. I was appointed as a clerk in the dead letter office of the Post Office Department, by Mr. Postmaster General Barry, during the administration of President Jackson, some time in the month of March, 1833, at a salary of $600 per annum; my duties in that position were to assist in opening, examining, and registering dead letters. I continued in that position until July, 1836, when I was retained and reappointed by Mr. Postmas-

ter General Kendall, under the reorganization of the department, in July, 1836, being promoted, at or about the same time, to another position of clerk in the same office, at a salary of $1,000 per annum, the duties of which were to examine and compare the post bills with the dead letters returned to the department. I continued in that position until July, 1839, when I was promoted to a clerkship in the contract office, (S. R. Hobbie, esq., First Assistant Postmaster General, being the chief of that bureau,) at a salary of $1,200 per annum. The duties of that clerkship related to mail bags, locks, and keys, the nature of which, when I was assigned to them, was to attend to demands of post offices for mail bags, locks, and keys, by preparing and sending out, under the sanction of the chief of the bureau, the instructions by which the postmasters applying for supplies of bags were furnished therewith from the large or distributing post offices, where supplies of new bags, procured from the manufacturers, were kept on hand for distribution; to examine the accounts rendered by the manufacturers for bags delivered at certain post offices, to see that the charges were according to the prices fixed, and that the additions were correct, before they were referred by the chief of the bureau to the Auditor of the Treasury for the Post Office Department for further examination and settlement; to have the care and custody of the mail locks and keys; to send out the same to supply the requisitions of postmasters; to count, receive, and take care of such locks and keys as were delivered by the manufacturers, and to make the same preliminary examination of the bills presented for the locks and keys so delivered, as in the case of the bills for mail bags; and to prepare and copy such correspondence connected with mail bags, locks, and keys as the chief of the bureau might direct.

A few months after I entered on the duties of the desk last referred to, evidences of waste and extravagant expenditures were discovered in various parts of the country, resulting from the defective system which had for years before prevailed in the management of the business of mail bags, locks, and keys, especially in regard to mail bags, the procurement of which having in a great measure been left to the unregulated discretion of postmasters in some of the large cities. It was therefore deemed requisite to inquire into the extent of such waste and extravagance, and to introduce stricter accountability and a better regard to economy. The investigation and extensive correspondence involved required more time and attention than Mr. Hobbie, the First Assistant Postmaster General, could devote to that particular subject, and the business of mail bags, locks, and keys was therefore transferred in July, 1840, to the control and management of Colonel Daniel Coleman, Third Assistant Postmaster General, who had charge of the inspection office, (inspection of mail service,) and I was then transferred as a clerk, with that business, to that bureau. Before this transfer my duties had already become so laborious and so absorbing of my time and attention that I had solicited Major Hobbie to procure assistance for me, or to cause me to be relieved from the branch of duties connected with locks and keys, by assigning it to some other clerk. My application, however, was not successful, although Major Hobbie expressed a willingness to accede to it whenever it was in his power to do so, and promised to confer with the Postmaster General about it. But very soon afterwards there was a change in the office of Postmaster General, Mr. Niles succeeding Mr. Kendall. Under Colonel Coleman, who at once directed his particular personal attention to systematizing and reforming the business, my labors continued to increase, and in a few months after he took charge the duty of inspecting locks and keys furnished and repaired was required of me.

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About the 1st of May, 1841, Colonel Coleman was succeeded by Mr. John S. Skinner, as Third Assistant Postmaster General. Mr. Skinner was suc-

ceeded in office in March, I believe, of 1845, by Mr. N. M. Miller, under whose control the business of mail bags and locks remained until the month of March, 1846, when Mr. Miller retired from office, and the duties of my desk were for some months taken under the immediate supervision of the Postmaster General, after which they were again placed under the management and control of the inspection office, the charge of which bureau had been assigned, on the retirement of Mr. Miller, to the chief clerk of the department. I remained in that bureau, in charge of the same duties, until October, 1851, when I resigned my clerkship in favor of my son. I was then appointed a temporary special agent to travel on business of the department, and in one or two months afterwards, having performed the duties assigned to me, left the service of the department. Some time during the summer of 1852, I was sent for by Mr. Postmaster General Hall, and appointed as a temporary clerk, to assist my son with two other clerks and a packer, in distributing the new mail keys amongst the postmasters throughout the United States; and in or before the spring of the following year, (1853,) having completed the work assigned to me, I left the service of the department and have not since been engaged therein.

2d interrogatory. What was the mode of procuring mail locks in and prior to the year 1839—by purchase in the market, by giving orders to manufacturers, one or many, or in some other way? and what means were taken to secure uniformity in the locks used throughout the United States? In answering this question, state the names of some of the various persons who supplied locks, and what was the character of the contract with them?

Answer. Of the mode of procuring mail locks prior to July, 1839, I have no personal knowledge. When I was assigned, in July, 1839, to the duties connected with mail bags, locks, and keys, the iron or way mail locks
147 and keys were furnished by Mr. Washington Lewis, and brass-faced or through mail locks were furnished by Mr. J. D. Boteler, both of Washington City. According to my best recollection of the information I derived at that time from the books of the office, and other sources, the same persons had been employed by the department for some years before 1839, to furnish such locks and keys. As far as I know there was no formal contract with them. I believe the Postmaster General fixed certain prices to be paid for mail locks and keys when procured, and Messrs. Lewis and Boteler were separately engaged or appointed to make them and fill the orders of the department from time to time at those prices, and such orders were, I believe, generally given verbally. I do not know that any means were taken in and prior to July, 1839, to secure uniformity in the mail locks and keys, further than such as the manufacturers themselves employed. Such at least was the case when I began to discharge the duties connected with mail bags, locks, and keys. I believe the manufacturers then used gauges and other suitable tools to secure uniformity in making the keys and the interior structure of the locks, since I recollect that such tools were once pointed out to me in their workshops. But there were at that time no means taken in the department, to my knowledge, to subject the locks or keys to any particular examination, or to test their uniformity before accepting them from the manufacturers, the department then seeming, as well as I can recollect, to have relied mainly on the character of the manufacturers for fidelity, care, and mechanical skill, to secure uniform and proper locks and keys.

According to the practice prevailing when I was assigned to the clerkship connected with mail bags, locks, and keys, the mail locks received of Messrs. Lewis and Boteler, were usually delivered on sticks, forming separate bundles of six locks each, and these, with the keys, were counted by me on their delivery in the room which I occupied, and this constituted their

acceptance. The bills for them were generally presented at the time of their delivery, and they were examined by me, as clerk, to see that the proper number of locks and keys and prices were charged, and that the additions and total amount were correct. Then they were endorsed as correct, with perhaps the additional remark that the locks and keys were delivered or received, and then submitted to the chief of the bureau for his approval and reference to the Auditor for settlement.

3d interrogatory. Did you ever know a new lock to be introduced into the service? If yea, was it introduced gradually, or was it substituted at once thoughout the whole country? If gradually, how long a time elapsed before the former lock was entirely superseded by the new?

Answer. I have known a new lock to be introduced into the service on two occasions; the first time in 1842 and 1843, and the next time in 1852 and 1853. As a necessary preliminary to a general introduction of a new mail lock, all the postmasters and agents of the department throughout the United States were, on both the occasions referred to, supplied with the new mail keys, and that was done as rapidly as they could be duly dis-
148 tributed after inspection, and within the space of about six or seven months; immediately after which the new locks were distributed to postmasters, with instructions to substitute them at once for the old ones in the service throughout the United States. I am unable to say how long a time elapsed before all the old locks were on either occasion entirely superseded by the new ones, because the duty of making the substitution devolved upon numerous postmasters, through whose neglect or inadvertence the displacement of the old lock may have been retarded and delayed on many routes. But it was the design and policy of the department, on each occasion referred to, to have the old locks displaced with new ones as speedily as they could be duly distributed after they were first introduced. On each occasion of introducing new locks, all the locks and keys were critically inspected before they were distributed, though the contractors warranted every lock against defect for two years, and bound themselves to furnish a new and perfect lock for every defective one returned to them at any time within two years from the time of its delivery, which was stamped upon it; and yet I believe the new locks were generally introduced into the service, in lieu of the old ones, within about twelve months after the contractors were authorized to commence making and delivering the new keys and locks.

4th interrogatory. State all you know, if you know anything respecting the delivery, inspection, approval, acceptance, of two hundred locks made for the department by the claimant, Joseph Nock, and delivered in December, 1839.

Answer. Some time in August, 1839, a few weeks after I was assigned to the desk connected with mail bags, locks, and keys, I received at my desk a brief note or memorandum from S. R Hobbie, esq., First Assistant Postmaster General, (then acting Postmaster General, I believe,) saying: "As soon as Mr. Kendall returns a case is to be made and brought up for employing Joseph Nock, of Philadelphia, to make locks and keys at the present prices," (which he specified,) and saying also: "Mr. Nock is told that he may commence making, so as to get a supply ready of two hundred locks and three times as many keys by 1st October, if he can; fifty to be made with the brass face." This was the first intimation I had received that the department contemplated employing a new manufacturer of locks or changing the kind of mail locks. Some time after this, that is, during the period from about the 9th of November, 1839, to about the 4th of December, 1839, I was absent from the office, and out of the city, I believe, most of that time. Near the end of December, and shortly after my return from the absence above mentioned, Mr. Nock brought to the department, in the room which I

occupied, the two hundred locks and six hundred keys referred to in the memorandum of Major Hobbie. I received and took charge of them without any inspection or close examination, as I had before, during the short time of my connection with mail locks, received and taken charge of mail locks delivered by the other manufacturers. Mr. Nock's bill for them was examined and indorsed by me in the usual way and submitted to Major Hobbie, who, I believe, referred it to the Auditor for settlement.

149 5th interrogatory. State all you know relative to the discovery of any defect in these locks; all the circumstances attending the discovery; and what was done in consequence of it by the department and by the claimant.

Answer. At this time I was but little acquainted with the construction of locks, and was not familiar with the requisites of a mail lock, (the knowledge of which I gradually acquired in succeeding years' experience,) excepting that I knew that all the keys made for a certain kind of lock were expected to open that kind of lock easily; and that there were but two kinds of locks in the service. My duties in relation to mail bags alone were increasing much, and claiming my almost undivided attention; and entertaining the hope that through Major Hobbie I might be released from those relating to mail locks, the two hundred locks and six hundred keys delivered by Mr. Nock—in regard to which I had not received any instructions—remained in my room undisturbed until near the close of February, 1840. At that time my attention was recalled to them, by what circumstances I do not distinctly recollect; but as they had been spoken of as a newly invented and valuable lock I then felt a desire, I believe, to learn something more about them; and undertaking to open several with the keys discovered that nearly one fourth, I believe, of the locks tried I could not open with the keys. Considering this a defect of which the department should be apprised I informed Major Hobbie of the fact, who tried the locks himself. He then notified Mr. Nock, by letter addressed to him at Philadelphia, that some of the locks furnished by him were found to be imperfect or defective, and admonished him of the care that was requisite in manufacturing locks and keys for the United States mail to have them perfect, as none other would be received. That, I believe, was the substance of the letter, the exact language of which will better appear by reference to the records of the department at that time. Very soon afterwards Mr. Nock came on to Washington, called in my room in the department, overhauled and examined the locks and keys, and acknowledged that there were defective ones amongst them—how many I do not now recollect; but promised that all the locks and keys should be made perfect thenceforth.

6th interrogatory. State what you know respecting the delivery of four hundred and fifty locks by the claimant in April, 1840, and of their inspection, approval, and acceptance by the department; and particularly what means were taken to ascertain whether they conformed to the patterns referred to in the letter of the Postmaster General to Mr. Nock, dated November 18, 1839.

Answer. In April, 1840, Mr. Nock brought on from Philadelphia and delivered in my room four hundred and fifty iron locks, under an order of January, 1840, from Major Hobbie, (for 1,050 iron locks and 750 keys for the same,) and fifty brass locks. After counting these locks I undertook, as Major Hobbie had written to Mr. Nock in February, that none but perfect locks would be received, to examine and try them with some of the keys which had been previously delivered, and found that some were easily opened and others were opened with great difficulty, while others I could not

150 open at all with the same key. I called Mr. Nock's attention to them and he tried them himself with several keys and manifested disap-

pointment and regret at the result. He then went into a long explanation, in the course of which he blamed with much severity some workman or workmen in his employment, and, as well as I can recollect, endeavored to show me that the principal defects were in the keys, and for that purpose applied them to certain steel gauges which he drew from his pocket. He represented that the defects were such as could be easily cured, and referred to his being engaged in fitting up a factory in Washington, where he would soon be able to overhaul and make them all right; and also referred to his being pecuniarily embarrassed and in immediate need of money. I was not then sufficiently familiar with locks to have known positively whether the defects were in the locks or the keys, or both. I felt convinced, however, that any want of uniformity by which all the locks could not be opened with all the keys would constitute a serious defect in the mail service. But not being authorized to reject or refuse to receive into my custody the locks and keys delivered by direction or under the sanction of the chief of the bureau, in which I was but a subordinate, and as yet an inexperienced clerk in such matters, I advised Mr. Nock to see Major Hobbie and explain the matter to him. He did so, and the result was that the locks were left in the department in my custody; his bill was examined by me in the usual way, and it went to the Auditor's office, where I believe it was settled. I do not know that I can more accurately and fully answer the question as to the means taken to ascertain whether these locks conformed to the patterns referred to in the Postmaster General's letter to Mr. Nock, dated November 18, 1839, than by stating all I know in regard to that letter and those patterns. In February, 1840, I found, among other papers on the files in the room which I occupied in the department, two letters written by Mr. Kendall, Postmaster General, each dated 18th November, 1839, one addressed to James Shannon, of Frankfort, Kentucky, authorizing or appointing him to make mail bags at certain prices, and the other addressed to Joseph Nock, of Philadelphia, authorizing or appointing him to make mail locks for the Post Office Department, according to the patterns furnished by him, at certain specified prices, and stating that orders would be given for the quantities wanted from time to time, to be paid for on delivery at the department. Appended to this last letter was, I believe, an advertisement or printed description referring to Mr. Nock's improved or newly invented locks. Of these letters I knew nothing before, and on referring to the letter-book in my room saw that they were not copied or recorded in it. After inquiry, made immediately, I ascertained that during my previously mentioned absence, in November, 1839, they were sent down to my room with direction to file them, after preparing and sending up fair copies for the signature of the Postmaster General, and that the direction had been strictly complied with by the person having temporary charge of my room during my absence. These letters were not recorded in the letter-book in my room (though they may have been previously recorded in the Postmaster General's letter-book)
151 until I first discovered them, about the first of February, 1840. Never having previously heard of the patterns referred to in that letter, I some time afterwards inquired of Major Hobbie about them, and he told me he did not know where they were, but supposed Mr. Kendall, Postmaster General, had them. They were never intrusted to me, and I do not know that I ever saw them. If these patterns had been assigned to me for the purpose of comparing them with the locks to be furnished they would have guided me as to general outward form and finish, but as the locks delivered were riveted up I could not have compared their internal structure, workmanship, and materials with such patterns without breaking open and destroying them. At different times during, I believe, the summer, fall, and winter of 1840 Mr. Nock left with me unriveted locks which he called pat-

terns, some of which contained alterations proposed by him as improvements; and as late as June, 1841, I believe, he designated one of them as being exactly according to the original locks on which his engagement or contract with Mr. Kendall was based; and, at my request, he attached to it a certificate to that effect, and that lock with the certificate was carefully kept apart from other locks, remaining so when I left the department.

7th interrogatory. State what you know respecting the delivery of six hundred locks by the claimant in July, 1840, and of their inspection, approval, and acceptance by the department; and particularly what means were taken to ascertain whether they conformed to the patterns referred to in the Postmaster General's letter to Mr. Nock, dated November 18, 1839.

Answer. In the early part of July, 1840, Mr. Nock delivered, in my room in the department, six hundred iron mail locks, which completed the number of locks ordered by Major Hobbie, in January, 1840. After counting these I tried them, or a large portion of them, with the keys as I had done in the case of the four hundred and fifty previously delivered, and found them to be in like manner defective. I called Mr. Nock's attention to them, who, after a partial and cursory examination, blamed his workmen for want of proper care, but finally said he thought the defects were mainly in the keys, which he said he could and would readily cure by taking them to his factory at any time before they were needed to be put into service. He then stated that he was in extreme want of the money for the locks to pay his workmen and provide necessaries for his family. I then informed Col. Coleman of the defects I had observed in the locks and of Mr. Nock's statement in regard to them, and his own troubles in money matters. Col. Coleman hesitated about receiving them, but Mr. Nock held one or more interviews with him on the subject, I believe, and in a few days afterwards, having delivered the seven hundred and fifty keys ordered by Major Hobbie in January, 1840, his bill for both locks and keys was referred by Col. Coleman to the Auditor for settlement. On counting these keys as first delivered I found a deficiency of ten in number, which were supplied by Mr. Nock the next day. According to my recollection and belief those keys were not closely examined,
152 but merely counted as usual, as there was no regular system for the inspection, approval, and rejection of locks and keys as yet established in the department. I did not compare the six hundred locks with the patterns referred to in the Postmaster General's letter of the 18th November, 1839, because, as before stated, they were not in my charge, and I had not seen them.

8th interrogatory. Do you know whether the locks so delivered did in fact conform to the patterns referred to in the Postmaster General's letter to Mr. Nock, dated November 18, 1839? State, if you do know, in what respects they conformed or differed.

Answer. For the reasons before stated, I do not know whether the locks so delivered did in fact conform to the patterns referred to in the Postmaster General's letter to Mr. Nock, dated November 18, 1839, or not, but in general external form and appearance the iron locks did conform to the lock (an iron one) which Mr. Nock designated as being according to those patterns, with the exception that there was amongst the locks delivered slight diversity in the degree of outward finish, some being less and others being more carefully finished than such pattern lock, and that there were flaws in the metal of some, but not many of them, which were not to be found in the pattern referred to. Their interior structure being concealed from view, I do not know how they conformed to it internally. I do know that while the pattern lock worked easily and smoothly with its key, and some of the locks delivered worked in like manner, others among them worked roughly and with difficulty, and some did not work or open at all with the keys furnished.

Those were defects which I believed then, and believe now, to be serious for the mail service, in which the locks and keys are not only required to be uniform, but also to be used with great facility and dispatch.

9th interrogatory. Do you know of any refusal of the department to receive locks tendered or offered by the claimant after the 8th of July, and before the 28th of October, 1840, or of any notice or intimation given him that locks would not be received? If so, state what was said.

Answer. I do not know of any refusal of the department to receive any locks brought or delivered by Mr. Nock to the department after the 8th of July, 1840, and before the 28th of October, 1840. Near the close of July, 1840, Mr. Nock delivered fifty brass-faced locks, and a few days afterwards eight iron locks, which, I believe, I examined and found to work well with the keys, and they were received. Mr. Nock had already held frequent personal conversations with Colonel Coleman in relation to his locks and his embarrassments, and about the 1st of August, 1840, Colonel Coleman made some remarks to me respecting Mr. Nock's embarrassments, the defects of his locks and keys, and the slow progress he had made in delivering locks and keys, expressed fears of his ability to carry on a contract to supply the service promptly and satisfactorily, and also expressed solicitude for the result to the government in case he failed, as all the locks he might furnish, whether good or bad, if short of a full supply for the service, would be unavailable, and the money paid for them a total loss. Within a few days after this, it was represented to Colonel Coleman, myself, and I believe to others
153 in the department, that Mr. Nock's patent lock was not exempt from liability of being knocked or jarred open by a blow, as was claimed for it, and on trying several of those he had delivered, I found most of them were easily knocked open with a stick without damaging them or preventing their being locked and unlocked again. As soon as this alarming defect was discovered, Colonel Coleman said Mr. Nock's locks were not suitable for the mail service, and, I believe, then told Mr. Nock he would decline receiving any more locks from him for the present at least. Mr. Nock said he would endeavor to remedy the defect, and believed he could make his locks so that they could not be knocked or jarred open. Between this time (August, 1840) and the 28th October, 1840, I have an indistinct recollection only of personal application having been made to Colonel Coleman, either by Mr. Nock or some of his creditors, or both, for some order by which some locks (which I understood to be in possession of a third party) could be received and paid for by the department, but I have no knowledge of their having been brought to my room or to the department, nor any other positive knowledge on the subject.

10th interrogatory. Do you know of the tender by Mr. Nock, on or after the 28th of October, 1840, of twelve hundred locks? If you do, state all you know respecting the tender, inspection, and all proceedings respecting them.

Answer. I do not know of the tender by Mr. Nock, on or after the 28th October, 1840, of twelve hundred locks, excepting that he redelivered or returned to the department, in November, 1840, about that number of locks, which had, however, been delivered and paid for prior to October 28, 1840, and which, about the 3d of November, 1840, he had taken away from the department under a promise to insert an extra spring in them to prevent their being jarred or knocked open. I have some indistinct recollection that some time in October, and before that time, I believe, Dr. Gunton, of the Bank of Washington, and others, called to see Colonel Coleman respecting some locks made previously by Mr. Nock and lodged in the bank, as I understood, as security for debt, but I have no positive knowledge or distinct recollection of the matter.

11th interrogatory. Do you know of any verbal order or direction given

by Mr. Coleman to Mr. Nock to make locks after the 28th October, 1840? If yea, state when and where, and under what circumstances, the order or direction was given, its exact purport, and what was said by Mr. Nock on the occasion.

Answer. I do know of a verbal order or direction given by Colonel Coleman, Third Assistant Postmaster General, to Mr. Nock, after the 28th of October, 1840. Some time between the 28th of October, 1840, and the 3d of November, 1840—I do not remember the time more precisely—*I do not remember the time more precisely*—I went into Colonel Coleman's room, having been sent for by him, I believe, and saw him and Mr. Nock conversing together. As I approached near them, Colonel Coleman took up from his table, at which he was sitting, one of Mr. Nock's locks, improved with the extra spring mentioned in the bond of 28th October, 1840, and rising from
154 his seat, with the lock in his hand, looked from me to Mr. Nock, and, according to my recollection, said to Mr. Nock, "How many of such locks can you make by the 4th of March next?" Mr. Nock hesitated, as if preparing a careful answer, when Colonel Coleman said to him, "Can you make one thousand locks by that time?" Mr. Nock then promptly answered, "Oh! yes, I can do that." "Well," said Colonel Coleman, "now go to work, Mr. Nock, and deliver a thousand locks as good as this" (referring to the lock in his hand) "by the 4th of March next." To which Mr. Nock replied promptly and assentingly, in substance, if not, as I believe, in these words: "All right, Colonel Coleman, you shall certainly have that many by that time." My special attention was called to this promise of Mr. Nock by Colonel Coleman, who, as soon as Mr. Nock had left the room, said to me, in substance, "You have heard Mr. Nock say he will furnish us with one thousand locks by the fourth of March next." He then referred in favorable terms to the improved or altered lock which he was still holding in his hand; expressed great pleasure in believing that Mr. Nock was going to remedy the defects in the locks and keys previously delivered and make such locks like the improved or altered one, secure from being jarred or knocked open, by putting in them extra or back springs, as he had promised.

12th interrogatory. Do you know of any locks being offered to the department by Mr. Nock after October, 1840? If yea, state how many, by whom brought to the department, and all that was said or done by the officers of the department and by Mr. Nock and his agents in regard to the locks, including the inspection, approval, and acceptance by the department; what means were taken to ascertain whether they conformed to the description of the bond of October 28, 1840; and did they conform to that description?

Answer. I know only by a record or memorandum made at the time in my own handwriting, that in January, 1841, Mr. Nock delivered five hundred small keys and one hundred large keys for his locks; and in February, 1841, he also delivered ninety-five iron locks, twenty-five brass locks, and six hundred small keys. But after using every endeavor to awaken and refresh my memory respecting them, I am unable to recollect any of the circumstances attending their delivery, inspection, and acceptance by the department, nor what means were taken to ascertain whether they conformed to the description of the bond of October 28, 1840. I have no knowledge of any other locks being offered or delivered to the department by Mr. Nock after October, 1840, excepting old locks, (the kind in use,) a portion of the work of repairing which was, at various times, on his frequent and urgent solicitation, allotted to him during the period from the beginning of July to the end of December, 1840, and excepting one hundred and sixty-three new iron locks which were brought to the department by Mr. Nock and a Mr. Spalding on or about the 3d of March, 1841, I believe it was. Mr. Nock and Mr. Spalding (who, as I understood, was Mr. Nock's foreman) came, or met to-

gether, in my room, each with a separate bundle of locks, which they placed on my table, saying that they had brought some locks. According to
155 my recollection, what was then said and done was substantially as follows: Mr. Nock then said, "These are mine," pointing to the smaller package, "I made these myself." Mr. Spalding then said, "I claim pay for these," or "on these." Turning toward Mr. Nock, I asked, "What does this mean?" Mr. Nock said, "I made these myself; I know they are good, but Spalding made the others, and I don't know whether they are good or not." I then asked Mr. Nock whether they were all made at his factory or not. "Yes," replied Mr. Nock, "but Spalding made them, and I won't be responsible." I then said to them both, "Mr. Spalding is unknown to the department in this matter; Mr. Nock is the only recognized manufacturer of these locks." Mr. Spalding then said something about there being an agreement between Mr. Nock and himself, which was well understood by Colonel Gardner, the Auditor of the Treasury for the Post Office Department, and other persons in his office, and under which he was to receive a certain share (how much I do not recollect) of the money payable for locks furnished by Mr. Nock and made by him, (Spalding.) I told him I knew nothing and had nothing to do with any order or arrangements in the Auditor's office for paying Mr. Nock's creditors, and repeated that he was officially unknown to me and the Post Office Department proper. Both he and Mr. Nock then requested me to examine the locks, and I did so. There were only about nineteen locks in the lot which Mr. Nock said he made himself. Some of these few were, I found, difficult to open with the keys, and many of the other lot which Mr. Nock said Spalding made I also found difficult to open with the keys, and that difficulty in both cases was caused, I believe, by a variation in the shape of the catching point of the tumblers, (judging from the shape of the notch made in the shackle or hasp to receive them, as I could not see the inside of the locks,) from the specimen locks which were described in the bond of October 28, 1840, referring to extra or back springs, and which I had tested before the bond was made, as to facility of opening with the key and exemption from being opened by concussion or a blow with a stick. An angry dispute then arose between Nock and Spalding, and I told them I wanted to have nothing to do with their quarrel, which must be settled elsewhere, and that the whole matter as to the locks must be submitted to Colonel Coleman. They then went away, leaving the locks in my room. When I informed Colonel Coleman of the matter he examined some of the locks himself, and then said to me he was not only satisfied that those locks were not good, but that there was no further reliance to be placed in Nock's ability to carry on a contract for mail locks; that he would not suffer himself to be annoyed and harassed as he had been by Nock and his creditors; that he intended to get rid of Nock and his locks; and that he would not sanction any payment for these 163 locks, except on condition, as I understood him, that Nock would relinquish all claim upon the department growing out of the agreement with Mr. Kendall. I believe Mr. Nock, Mr. Spalding, and others, were soon afterwards frequently in the department seeing Colonel Coleman on the subject of these locks. On or about the 15th of March, 1841, (that is, within about two weeks after the 163 locks were left in my room,) I was re-
156 quested by Colonel Coleman to make out and send him Mr. Nock's bill for those locks, which was done, and indorsed by me as examined, in the usual way. It was during that day sent down to me, having appended to it certain conditions begun to be written for Mr. Nock's signature, but not finished, apparently from want of space on the slip of paper on which the bill was made out, and across it was written a direction to me by Colonel Coleman to make out the bill on a large piece of paper. But before the new bill was made out, the old one was sent for and returned, and that

was the last connection I had with it. I was informed, however, (in what way I do not now remember,) that Mr. Nock declined signing the conditions annexed to the bill, and that Colonel Coleman refused to have anything further to do with it, but that after Colonel Coleman left the department the amount of the bill was paid—in what way I know not—to some of Mr. Nock's creditors.

The witness was sworn and answered the first general interrogatory on Monday, December 3, 1860.

TUESDAY, *December* 4, 1860.

At 1¼ p. m. adjourned to-morrow at 12 o'clock noon.

EDM. F. BROWN, *Commissioner.*

WEDNESDAY, *December* 5, 1860.

Met pursuant to adjournment.

Present: The deputy solicitor, the witness, and T. G. Clayton, counsel for the claimant, and also the claimant.

Cross-examination by T. G. Clayton, esq., counsel for the claimant.

1st cross-interrogatory. In your direct examination you state, in answer to the 4th question, that Mr. Nock had verbal orders to make locks and keys. Are those verbal orders the only contract Mr. Nock had with the department, to your knowledge, or do you know of any other contract, and what was it?

Answer. I know of no other contract prior to that time.

2d cross-interrogatory. Do you know of any other contract made with the department and Joseph Nock? If so, what was it?

Answer. None, except the bond referred to in my direct examination.

3d cross-interrogatory. Do you not know that subsequently to the time mentioned in your 4th interrogatory respecting the verbal orders, the department required of Mr. Nock the assignment by Mr. Nock of his patent right to the department for fulfillment of his engagement with said department?

Answer. I understood that the patent was assigned to the department, but have no personal knowledge of it.

157 4th cross-interrogatory. Were the 200 locks and 600 keys referred to as defective, made under the verbal order, or after the assignment of the patent?

Answer. According to my present recollection, they were delivered when they were made under the verbal order.

5th cross-interrogatory. Notwithstanding the locks above referred to were so defective as you state, did not Mr. Hobbie order Mr. Nock to make 1,050 iron mail locks and 750 small keys of the same description; and was not his bill paid by the department?

Answer. There was an order given by Major Hobbie, I believe, for the 1,050 locks and 750 keys, in the absence of the knowledge of the defects in the 200 locks previously referred to. My impression is that no such order would have been given if the defects had been previously discovered.

6th cross-interrogatory. Will you please state what was the cause of the absence of the knowledge of the defects in the 200 locks, as they had been long enough in the department to have communicated that intelligence to Major Hobbie?

Answer. The cause of the absence of the knowledge was the fact that they had not been inspected.

7th cross-interrogatory. Had you not signed the bill for their payment without their being inspected?

Answer. I have no distinct recollection, but presume that bill was paid

under the old rules to pay for locks when delivered, and before the orders were given for inspecting all locks and keys.

8th cross-interrogatory. Do you mean to say that the Post Office Department was in the habit of receiving and paying for mail locks without inspecting them at the time you took charge of that branch of duties? And by whom was the inspection system introduced, and for what purpose?

Answer. The inspection of locks and keys, as far as I can learn from records and from verbal information, was never practiced in the department previous to my entering upon those duties. The inspection system was introduced by the department for the purpose of ascertaining whether the lock was suitable for the mail service.

9th cross-interrogatory. Were the locks of Mr. Nock the first locks that were inspected?

Answer. I believe they were.

10th cross-interrogatory. How many of the 200 locks did you examine, and how many of them were defective?

Answer. I cannot recollect exactly, but believe there were some fifteen or twenty examined, and about one half of them were defective.

11th cross-interrogatory. Were not those locks that you speak of as defective, made as per sample agreed on by Mr. Kendall and Mr. Nock?

Answer. I do not know; I have no recollection of ever seeing the sample.

12th cross-interrogatory. Do you know that after these locks, which you say were defective and paid for by the department, the department made Nock assign to it his patent and give a bond of ten thousand dollars for the fulfillment of his contract?

Answer. My knowledge of that fact is this: That there was an im-
158 provement upon the lock of what was said to be a back spring, and predicated upon the improved lock. I think Mr. Nock gave bond, with security, to furnish what was called the improved lock with the back spring; and I understood that Mr. Nock assigned his patent to the department, but I do not remember the time.

13th cross-interrogatory. If the department had believed the locks so defective as you state, can you explain why they wished to continue the contract with Nock, and required the assignment of his patent for its fulfillment?

(Objected to, because the question assumes what has not been proved, namely: that the department required the assignment of the patent, and wished to continue the contract.)

Answer. I cannot explain it.

14th cross-interrogatory. Please state at what time you were sent to Newark, New Jersey, to see H. C. Jones, and what relation you sustained to the department, and what was your business with Jones at that time, and the result of your interview with him.

(Objected to as irrelevant to anything inquired of on the direct examination.)

Answer. I decline answering this question under the instructions of the counsel.

(The deputy solicitor offers the witness to the claimant to be called and examined as their witness.)

15th cross-interrogatory. Can you state, from your knowledge, whether the department ever gave to Mr. Nock any written orders to make locks for the department after the assignment of his patent and giving of his bond?

Answer. I have no knowledge of any written orders.

16th cross-interrogatory. Will you please to state at what time the department required Mr. Nock to furnish his locks with back springs?

Answer. To the best of my recollection it was at the date of the bond.

17th cross-interrogatory. When you inspected the locks referred to by you did you use blows with a piece of wood to open them? and how many blows before they opened? and who was present at the experiment?

Answer. The first locks that I inspected delivered by Mr. Nock the discovery of the defect which I made was by the keys furnished with the locks. The defect by opening with a blow with a stick was discovered some time after the defect of the opening with the key. I do not remember how many blows. The officers of the department and others were present at various times, and on one occasion I recollect Dr. Solomon Andrews was present.

18th cross-interrogatory. Did not Solomon Andrews suggest to you how you could easily open those locks?

Answer. To the best of my recollection Dr. Andrews was the first person who made the discovery that they could be opened by a blow with a stick, after which I tried the experiment myself, and found it could be done.

19th cross-interrogatory. Was this discovery conveyed to you by Dr. Andrews before or after Nock's bond was given?

Answer. To the best of my knowledge it was previous to the bond.

159 20th cross-interrogatory. Did not Dr. Andrews afterwards become a contractor with the department for mail locks?

Answer. The department made a contract with the Perth Amboy Manufacturing Company, and Dr. Andrews was recognized as the agent of that company.

21st cross-interrogatory. Did Dr. Andrews at any time, or in any way solicit your aid to obtain the contract for the Perth Amboy company?

Answer. He did not.

22d cross-interrogatory. Have you ever made oath or affirmation in this case before the present examination? and if so, how often?

Answer. When Governor Wickliffe was Postmaster General I made an affidavit at his request. I was once summoned to a court where this case was introduced, but I do not remember the particulars.

23d cross-interrogatory. Do you know what became of the locks that were left in the department by Spalding?

Answer. To the best of my knowledge they were stowed away in a case with other locks, and remained there.

At 3 o'clock p. m., adjourned to-morrow at 10 o'clock a. m.

EDM. F. BROWN, *Commissioner.*

THURSDAY, *December* 6, 1860.

Met pursuant to adjournment.

Present: The deputy solicitor, the claimant and his counsel, and the witness.

The witness desires to amend his answer to the 22d cross-interrogatory, yesterday, by saying: Upon refreshing my memory, I recollect that I gave testimony before Mr. Penrose, the Solicitor of the Treasury, on the 28th of February, 1843.

24th cross-interrogatory. In your answer to the 12th interrogatory, in your direct examination, you state Mr. Spalding is unknown to the department in this matter. Do you not know that Spalding had a sub-agreement with the department to furnish locks, and to be paid seventy cents on the dollar by the department for them?

Answer. I have no knowledge of any such agreement.

25th cross-interrogatory. Did not Spalding state to you when he demanded pay for the locks that he had an agreement with the department to receive seventy cents in the dollar for each lock?

Answer. Not to my recollection.

26th cross-interrogatory. Do you not know, officially or otherwise, that Col-

onel Gardner had made a contract with Spalding to manufacture locks for the department?

Answer. I do not.

27th cross-interrogatory. Do you know that the department proposed to reassign to Nock his patent, on condition that he would sign a certain paper releasing the department from any further claims on it by him?

160 Answer. I do not, in reference to the patent. I heard some talk of it, but what was done I know not, except from hearsay.

28th cross-interrogatory. Do you not know that Nock made frequent applications for the reassignment of his patent?

Answer. I have no recollection of anything of the matter except from hearsay. That was a matter for the Third Assistant Postmaster General.

29th cross-interrogatory. Did you ever see Nock's sample lock on which he made the contract with Amos Kendall?

Answer. Not to my knowledge.

30th cross-interrogatory. Did you not receive a lock from Mr. Nock marked and put away by you as a sample lock?

Answer. I did receive from Mr. Nock a lock, with a certificate signed by him; that it was precisely like the sample lock.

31st cross-interrogatory. Did you use that lock as a standard?

Answer. I did. It was referred to as the standard.

32d cross-interrogatory. Was it recognized by the department as the duplicate of the one on which the contract was made?

Answer. It was referred to as the standard in the inspection of the locks delivered by Mr. Nock.

33d cross-interrogatory. Were not the defective locks of which you have spoken made like the standard lock which you have referred to, Spalding's locks excepted?

Answer. Externally, I have no recollection of any difference, except a roughness in some of them. Internally, those that were defective did not work with the key like the standard referred to.

34th cross-interrogatory. Did you, as inspector, open any of those locks—take them apart?

Answer. No, sir.

35th cross-interrogatory. Do you infer for the key not fitting that they were not alike, or do you know they were not alike by the internal structure being different?

Answer. So far as the internal structure is concerned I could only see the end of the hasp. There was a discrepance in some of them, in reference to the notch cut in the hasp. I infer from the key not fitting that they were not alike.

36th cross-interrogatory. Did the shackle of the sample lock fly open with a spring when unlocked?

Answer. No, sir.

37th cross-interrogatory. Please give the date on which you received the standard lock from Joseph Nock?

Answer. That I left with the department, attached to the lock. I have just been over to the department, where I find the lock with the certificate attached, which is dated June 19, 1841. I do not recollect the date when the lock was delivered, which, I suppose, was some months previously.

38th cross-interrogatory. Was that certificate on the lock at the time you received the lock from Mr. Nock?

Answer. No, sir.

39th cross-interrogatory. Will you please state whether the sample

161 lock was received by you before Mr. Nock gave his bond of $10,000 to the department?

Answer. To the best of my knowledge it was.

40th cross-interrogatory. Were not the locks of Joseph Nock, which you refer to as defective, the same in construction and principle as the locks now used for the United States mail?

Answer. I cannot say; I never compared them.

41st cross-interrogatory. Are you not acquainted with the construction of both locks?

Answer. Not at this time.

42d cross-interrogatory. Have you not made yourself acquainted, within the last twenty years, with the construction of both these locks?

Answer. At one time I had a knowledge of their construction, which was within the last twenty years.

The deputy solicitor withdraws the objection made to the fourteenth cross-interrogatory respecting the visit of the witness to Newark, New Jersey; and the witness answers as follows:

Answer. I do not remember the precise date, but believe it was after the 1st of October, 1851. I went under a commission as special agent, appointed by Postmaster General Hall, with written instructions from him to H. C. Jones, the lockmaker; the instructions were relating to a lock which the Postmaster General had contracted to be furnished by Mr. Jones for the mail service. Mr. Jones prepared a lock or locks, I think two, which he sent to Postmaster General Hall.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not.

HENRY JOHNSON.

Sworn to and subscribed before me this 6th day of December, 1860.

EDMUND F. BROWN, *Commissioner.*

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

XIII.—*Testimony of Horatio King, esq., and A. N. Zevely, esq., for the United States, taken before Edmund F. Brown, commissioner for the District of Columbia.*

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the 17th and 21st days of December, A. D. 1860, personally came Horatio King and A. N. Zevely, esqs., the witnesses within named, and after having been first sworn and affirmed to tell the truth, the whole truth,
162 and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed by him to the witness; and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did not attend, but gave consent, as hereunto annexed.

EDMUND F. BROWN,
[SEAL.] *Commissioner of the Court of Claims.*

Fees of witnesses, none, they being officers of the government.

Commissioner's fees:

For taking testimony, 900 words, at 20 cents per 100..... $1 80
For administering two oaths, at ten cents..... 20

Brought forward	$2 00
For leaving office and attending on witnesses at the Post Office Department, $1 00 each	2 00
	4 00

The deposition of Horatio King, esq., taken at the request of J. D. McPherson, esq., deputy solicitor of the Court of Claims, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the last year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is Horatio King; my occupation, First Assistant Postmaster General; my age is forty-nine years; my residence the past year, Washington City. I have no interest, direct nor indirect, in the claim which is the subject of inquiry, and am in no degree related to the claimant.

First interrogatory by the deputy solicitor. Are you acquainted with Henry Johnson, who, in 1839 and 1840, was a clerk in the inspection office of the Post Office Department? If yea, how long and under what circumstances have you known him?

Answer. I knew him from the time that I came into the department in 1839, and have known him since.

2d interrogatory. Do you know what was his character and reputation among his associates? If yea, what was his character for truth and veracity and for official integrity?

Answer. His character and reputation among his associates was good as far as I know. His character for truth and veracity and official integrity were unexceptionable as far as I ever heard.

163 3d interrogatory. Would you believe his testimony under oath?

Answer. Unquestionably; as soon as that of any other persons.

(The counsel for the claimant has no questions to ask.)

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not.

HORATIO KING.

Sworn to and subscribed before me this 17th day of December, A. D. 1860.

EDMUND F. BROWN, *Commissioner.*

The deposition of Alexander N. Zevely, esq., taken at the request of J. D. McPherson, esq., deputy solictor of the Court of Claims, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is Alexander N. Zevely; my occupation, Third Assist-

ant Postmaster General; my age is forty-seven years; my residence the past year, Washington City. I have no interest, direct nor indirect, in the claim which is the subject of inquiry, and am in no degree related to the claimant.

1st interrogatory by the deputy solicitor. Are you acquainted with Henry Johnson, who, in 1839 and 1840, was a clerk in the inspection office of the Post Office Department? If yea, how long and under what circumstances have you known him?

Answer. I have known him twenty-five years, but my acquaintance has been slight.

2d interrogatory. Do you know what was his character and reputation among his associates? If yea, what was his character for truth and veracity and for official integrity?

Answer. His character for truth and veracity was good as far as I know.

3d interrogatory. Would you believe his testimony under oath?

Answer. I would.

(The counsel for the claimant has no questions to ask.)

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not.

A. N. ZEVELY.

164 Affirmed and subscribed before me this 21st day of December, 1860.
[SEAL.] EDMUND F. BROWN, *Commissioner.*

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

Interrogatories to be proposed to Messrs. Dundas, King, and Zevely, of the Post Office Department.

Are you acquainted with Henry Johnson, who, in 1839 and 1840, was a clerk in the inspection office of the Post Office Department? If yea, how long and under what circumstances have you known him?

Do you know what was his character and reputation among his associates? If yea, what was his character for truth and veracity and for official integrity?

Would you believe his testimony under oath?

JOHN D. McPHERSON, *Deputy Solicitor.*

I have no questions to ask.

T. G. CLAYTON, *Counsel for Claimant.*

December 14, 1860.

Mr. Dundas is too ill to give his testimony.

EDMUND F. BROWN, *Commissioner.*

December 21, 1860.

XIV.

POST OFFICE DEPARTMENT, *February* 22, 1853.

DEAR SIR: We are happy in the opportunity of saying what we know about Mr. Henry Johnson. Our acquaintance with him as a clerk in this department, having charge of mail bags, locks, and keys, and conducting the correspondence and other business incident to that subject, has been of many years' standing. Mr. Johnson has, since we have known him, been regarded

as a candid, trustworthy, and single-hearted man. His official trust has always been most exacting, and he has invariably acquitted himself of it in the most creditable manner, giving much satisfaction to his official superiors, responsible for the arduous and important business in which
165 he was engaged, and to others having official intercourse with him.

We do not believe there is a more straightforward man in the service of the government.

We have, dear sir, the honor to be, with high respect, your obedient servants,

WILLIAM H. DUNDAS,
Second Assistant Postmaster General.
J. MARRON,
Third Assistant Postmaster General.

Hon. Mr. RUSK, *United States Senate.*

The above may be read as evidence with the same effect as if the statements therein made had been sworn to by Mr. Dundas.

JOSEPH NOCK.

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

XV.—*Testimony of Doctor William Gunton, for the United States, taken before Edmund F. Brown, commissioner for the District of Columbia.*

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the fifteenth day of December, A. D. eighteen hundred and fifty-nine, personally came William Gunter, the witness within named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed by him to the witness; and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did attend, and did not object.

[SEAL.] EDMUND F. BROWN,
Commissioner of the Court of Claims.

Fee of witness:
Attendance 1 day, at $1 50 per day..... $1 50

Commissioner's fees:
Taking testimony, 4 pages, 920 words, at 20 cents per 100..... $1 84
Serving subpena 50 cents; oath 10 cents..... 60

2 44

166 The deposition of William Gunton, esq., taken at the request of John D. McPherson, esq., deputy solicitor of the Court of Claims, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year;

whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is William Gunton; my occupation, president of the Bank of Washington; my age is years; my residence the past year, Washington City. I have no personal interest, direct nor indirect, in the claim which is the subject of inquiry, except as president of the Bank of Washington; and am in no degree related to the claimant.

First interrogatory by the deputy solicitor. Did you call at the Post Office Department on behalf of the claimant, Joseph Nock? and if so, what was the object of your application to the department?

Answer. I did call at said department, and my principal object was to obtain written orders under the contract which Nock had with the department for furnishing mail locks, as it was understood that written orders must be given for all the locks which he should furnish. Mr. Coleman, then the Third Assistant Postmaster General, approved the lock, and said he wished they had ten thousand of them. I replied that if he would give a written order to that effect, I would be responsible that they should be furnished. Mr. Coleman said he could not give the order without seeing Mr. Niles, the Postmaster General, and the order never was given.

Second interrogatory. Was any encouragement by the department held out to Mr. Nock, through you, to make locks without written orders?

Answer. There was encouragement held out by intimations that he could go on making them. Several hundred had been made, which the department refused to receive, and they still remain on Nock's hands, being now in the bank.

Third interrogatory. Were any made by Mr. Nock after such intimations had been given to you?

Answer. Not to my knowledge, as he had not the means, and could not obtain any without a written order from the department.

Fourth interrogatory. Was any reason at any time given to you for not giving the written orders?

Answer. Not to my knowledge.

Cross-interrogatories by the counsel for the claimant.

First cross-interrogatory. In your interviews with the department did they at any time intimate that Mr. Nock's locks were not made according to the contract?

167 Answer. No; they never so intimated; they said in some instances the keys would not open them, and Mr. Nock agreed to remedy all such defects.

Second cross-interrogatory. In all your interviews with Mr. Nock, did you not find him willing at all times to comply with his contract?

Answer. Yes, sir.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I know that he incurred heavy expenses in preparing to fulfil his contract, and sustained heavy losses by the failure of the department to order the locks.

W. GUNTON.

Sworn to and subscribed before me this 15th day of December, 1859.

[SEAL.] EDM. F. BROWN, *Commissioner.*

In the Court of Claims.

JOSEPH NOCK
vs
THE UNITED STATES.

XVI.—*Testimony of Henry L. Johnson, for the United States, taken before Edmund F. Brown, commissioner for the District of Columbia.*

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the 6th, 7th, 8th, and 11th days of December, A. D. 1860, personally came Henry L. Johnson, the witness within named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed by him to the witness; and the answers thereto were written by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did attend, and did not object, except as herein stated.

[SEAL.]

EDMUND F. BROWN,
Commissioner of the Court of Claims.

Fees of witness: None, being a government officer.

Commissioner's fees:

For taking testimony, 23 pages, 5,000 words, at 20 cents per 100..	$10 00
For administering oath.....	10
For serving subpena.....	50
	10 60

168 The deposition of Henry L. Johnson, taken at the request of J. D. McPherson, esq., deputy solicitor of the Court of Claims, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* the United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is Henry L. Johnson; my occupation, clerk in the Post Office Department; my age is thirty-seven years; my residence the past year, Washington City; I have no interest, direct nor indirect, in the claim which is the subject of inquiry, and am in no degree related to the claimant.

First interrogatory by the deputy solicitor. On what branch of business are you employed in the Post Office Department, and how long have you been employed in it?

Answer. I am employed as a clerk on the duties connected with mail bags, locks, and keys; I have been employed as a permanent clerk in connection with those duties, during the period from October, 1851, up to the present time; I was assisting my father a short time in 1839 in those duties, and at various times subsequently as a substitute during his absence; and was employed as a temporary clerk during the period from about the 1st of August to the 1st of October, 1851.

2d interrogatory. Look at the paper now shown you, and state what you know of it.

Answer. This is, I believe, a letter or draft of a letter, written by Mr. Postmaster General Kendall, November 18, 1839, addressed to Mr. Joseph Nock, Philadelphia, which was sent down to the room occupied by my father, (Henry Johnson,) in which the mail locks and keys were kept, with the direction to insert therein, where blanks were left for that purpose, the prices paid for mail locks and keys, brass and iron, respectively; and to prepare and send up for the signature of the Postmaster General a fair copy of the same, and to file the original draft referred to. The blanks were accordingly filled up with the prices, and the name of Amos Kendall put thereto, as a copy of his signature in my handwriting; the same was indorsed by me as follows: "Copy of instructions to Joseph Nock, of Philadelphia, Pa., to make mail locks—letter sent November 20, 1839." There is upon it, in my handwriting, the further indorsement: "See letter book, page 556." This is the identical paper which came to my room to be filled up, copied, and filed, as I have stated.

[The paper just referred to is marked by the claimant, "No. 1," in red ink—E. F. B., *Commissioner.*]

169 Third interrogatory. Is that paper the entire document that came to you on that occasion? If not, what was attached to it?

Answer. I believe it is not the entire document. According to my recollection, there was appended to it, by means of a wafer, a printed description relating to Mr. Nock's locks, when it was sent to me. I see a wafer, or part of a wafer, still remaining upon it, without the printed slip or description before mentioned.

4th interrogatory. Was that printed slip attached to it when you filed it?

Answer. It was, as I believe.

5th interrogatory. State the character of the slip, and its contents, and by whom it purported to be written?

Answer. As well as I can remember, it purported to have been written or published by Mr. Nock. I do not feel very positive that Mr Nock's name was subscribed to it. The nature of the publication, or the slip referred to, I recollect to have been commendatory of his locks. The precise terms of the commendation I cannot state positively, as I find it difficult to separate in my mind the knowledge as then acquired, from impressions and opinions formed of it subsequently.

6th interrogatory. Do you remember whether the slip said anything about the security of the lock from being picked or otherwise opened?

Answer. According to my recollection the locks of Mr. Nock were described in that slip as secure against picking, or perhaps as very difficult to be picked or opened without the proper key.

7th interrogatory. Whence were the subsequent impressions referred to obtained? From a reinspection of the paper itself or from other sources? and if so, from what sources?

Answer. My subsequent impressions were derived from reading Mr. Daniel's report from one of the committees of the House of Representatives, on the petition of Joseph Nock, which awakened my memory in relation to the slip referred to, and from the perusal of the description and specification of Mr. Nock's patent of July, 1839, as recorded in the Patent Office.

8th interrogatory. Do you know anything respecting some locks of Joseph Nock's manufacture, which were purchased by the Post Office Department, and now remain in that department? If yea, state how many were purchased by the department; how many now remain there of the different kinds delivered; and what has become of the rest.

Answer. I do know that there are locks and keys, which I believe to be such as were purchased from Joseph Nock by the Post Office Department, that now remain in the department. I believe the locks referred to were of

Mr. Nock's manufacture, because I know of his being employed to furnish locks; and because they have always been regarded in the department as such; and because they bear his name stamped on them with the word "patent." From information derived from the records of the Post Office Department and Auditor's office, I am enabled to state that there were purchased by the department fourteen hundred and sixty-six iron locks, and one hundred and seventy-five brass locks. There are now remaining in the department,
170 of the locks referred to, one hundred and sixty-seven brass locks and fourteen hundred and fifty-four iron locks. There are thus appearing to be missing twelve iron locks and eight brass locks. Some of these missing locks, the exact number I do not recollect, were delivered by me to Mr. Dundas, the then head of the bureau in which I was clerk, for the purpose, as I understood him to say, of contributing to a collection of articles which the President of the United States desired to be carried by the Perry expedition to Japan. I recollect that one lock was sent to the office of the Court of Claims; which is all I know relative to those missing.

9th interrogatory. Have some of these brass and iron locks an extra spring to aid in keeping the tumbler in position when the lock is fastened?

Answer. Some of them have.

10th interrogatory. Please state how many iron locks and how many brass locks were purchased after the 28th of October, 1840; and how many iron and brass locks with extra springs now remain in the department.

Answer. There were two hundred and fifty-eight iron locks and twenty-five brass locks purchased after the 28th October, 1840, as appears from the records. There are remaining in the department two hundred and fifty-two iron locks with extra springs, and twenty-five brass locks with extra springs. The brass locks I know have extra springs, and the irons one I believe have.

At 3 o'clock p. m. adjourned until to-morrow, at 11 o'clock a. m.

EDMUND F. BROWN, *Commissioner.*

Thursday, December 6, 1860.

FRIDAY, *December* 7, 1860.

Met pursuant to adjournment.

Present: The deputy solicitor, the witness, the claimant, and his counsel, T. G. Clayton, esq.

11th interrogatory. Please give a statement in detail, embracing all the particulars of the statements which you have made in your 8th, 9th, and 10th answers, in regard to the numbers of the locks purchased, &c.

Answer. I will prepare a statement, in writing, and hand it in.

[The witness hands in the paper hereunto annexed, marked Exhibit "H. L. J., No. 1."—E. F. B., *Commissioner.*]

12th interrogatory. Have you examined the locks above referred to remaining in the department, with a view to ascertain whether they are secure against the liability to be picked or knocked open? If so, state how the fact is with regard to those that have not the extra springs.

Answer. I have examined a large number of the locks above referred to, all of them having passed through the hands of myself or those of Mr. John Spencer, the clerk who assists me in my official duties connected with
171 locks and keys. All or very nearly all that could be opened with a key I found could be opened by concussion by means of striking the lock upon a solid substance; in some instances when held in my hand and being so struck against solid substance; in other cases on being struck with a stick while the lock, being attached to a strap, was held in one hand.

13th interrogatory. How many locks did you test or see tested? and how many of them were opened in the manner you describe?

Answer. I do not recollect how many I tested myself. There were, I be-

lieve, two or three dozen tested by myself in the manner described; but I saw about two hundred iron locks and not less than twenty-five brass locks tested by Mr. Spencer. All of them but about eight or ten were knocked open by him, and those which he did not knock open were handed over to me and knocked open by myself. Of those which I tested—I mean of the two or three dozen—not more than three or four failed to be knocked open, excepting such as would not open with a key, as before mentioned, which were not more than three or four.

14th interrogatory. Give an idea of the comparative facility with which those locks were opened with blows.

Answer. I found some of them to open readily; about one fourth of those I opened, on receiving one blow not more than sufficiently hard to crack open a hickory nut; about one fourth required two similar blows; and the residue from three to six or seven similar blows.

15th interrogatory. Have you examined the locks to see whether they could be picked; and if so, with what result?

Answer. I have examined some of them—about six or eight—and found I could pick them open with a piece of an umbrella stretcher which I had shaped for the purpose.

16th interrogatory. Please state whether the locks with the extra springs were suitable for the mail service.

(Objected to by the counsel for the claimant, because the Postmaster General had determined that it was a fit lock for the mail, and it was not competent for a subordinate officer to say that it was not fit.

The deputy solicitor denies that the Postmaster General had decided that the locks delivered were fit for the mail service, but waives the question.)

17th interrogatory. Please state whether the locks with extra springs could be unlocked with the keys with reasonable facility; if not, state what difficulty there was in the working of the lock with ease.

Answer. After trying at least one half of those with extra springs now remaining in the department taken promiscuously, I found they could not be opened with reasonable facility with the keys. In some cases it was painfully difficult to open with the keys, arising from the force to be applied by the hand.

18th interrogatory. What was the cause of the large amount of force to be applied?

Answer. I believe the cause of the difficulty lay in the stiffness of the extra spring, in part, and to a greater extent in the altered shape of the catching point of the tumblers, and the corresponding alteration in the curve forming the notch in the bill of the hasp holding the catching points
172 of the tumblers when the lock is locked. The alteration referred to is this: That the catching points of the tumblers and the notch are longer and constitute a sharper angle, opposing greater resistance and friction to the natural movement of the tumblers on the pivot on which they revolve, and of the hasp on its hinge.

19th interrogatory. You speak of an alteration. Do you mean that the locks with extra springs have hasps and tumblers shaped differently from the locks without extra springs; or what do you mean?

Answer. I do mean that they are shaped differently in the particulars before described from the locks which are not provided with extra springs. The locks with extra springs are not all exactly alike, but vary in the degree of the alterations which I have described in my last answer; and I have found, in trying them, that the difficulty in opening them with a key was in proportion with the ratio of such alteration.

At 1 o'clock p. m. adjourned until to-morrow at 12 o'clock noon.

EDM. F. BROWN, *Commissioner.*

SATURDAY, *December* 8, 1860.

Met pursuant to adjournment.

Present: The deputy solicitor, the witness, the claimant, and his counsel, T. G. Clayton, esq.

20th interrogatory. Please look at the printed slip now shown you, and say whether you can identify it as a copy of that which was attached to the letter of Amos Kendall, dated November 18, 1839.

Answer. I cannot identify it as an exact copy, but according to my recollection it is very similar to it. I recollect that there were cuts upon the slip, which I believe were similar to those on the slip now before me.

21st interrogatory. Please state the contents of the paper now shown you, just referred to.

Answer. It is headed by two cuts of locks, and reads thus: "Joseph Nock manufacturer of patent locks, No. 157 North Third street, Philadelphia, respectfully informs the public that he has received a second patent from the government of the United States, July 16, 1839, viz: 'A patent for padlocks, desk, chest, and trunk locks, which are inwardly fastened and constructed with escapement tumblers, by means of which it is impossible for them to be picked by any instrument, or to be opened by any other key than the one made for them.

"These padlocks, of every sort, serve for the smallest traveling bag, as well as for the largest door, and are praisable especially therefor, as
173 they can be fastened by the most simple mode of pressure of the hand.

"The engravings above show the simplicity of the escapement tumblers, in the construction of which properly consists the usefulness of these new inventions, and the number of which can consist of from one to six.

"The trunk locks answer especially for large trunks, which are constructed in a tasteful manner with iron frames, the catch being screwed on the interior wooden frame, leaving room enough for the iron frames.

"The form of the catch depends upon the object to which it is to be applied.

"The above-mentioned manufacturer also calls the attention of the public in general to those trunk locks which are fastened on the outside, and for which he received his first patent."

22d interrogatory. You stated in your 15th answer that you made an instrument out of a piece of an umbrella stretcher which would open Nock's locks. Please produce that instrument, and state also what time it required to pick the locks with that instrument.

Answer. Here it is. In the case of one lock, the rapidity with which I picked it was noted by time, and picked fifteen or twenty times in a minute. In the case of others, the time was not noted, but they took longer time to be picked open.

23d interrogatory. State the circumstances under which that trial was made.

Answer. I picked up a lock out of those which Mr. John Spencer was knocking open with a stick, and inserted the instrument above referred to, and seeing the lock open by it so readily, was induced to time the rapidity with which it could be repeatedly opened.

Cross-examination by T. G. Clayton, esq., counsel for the claimant.

1st cross-interrogatory. In your answer to the first interrogatory you state you were assisting your father in 1839, and at various other times a substitute during his absence. By whom were you appointed to fill those duties; and were you a sworn clerk of the department during 1839?

Answer. I was not regularly appointed by any one having authority to make such appointments, but was employed at the times referred to with the knowledge and approbation of the head of the bureau. I was not a sworn clerk during 1839.

2d cross interrogatory. Does the department allow clerks to perform official duties without having taken the oath of office? If so, is it not contrary to the rules of the department?

Answer. I believe the practice of permitting persons nearly related as I was to a clerk, to perform clerical duties temporarily as a substitute in cases of absence without taking the oath of office, when no compensation is received by such temporary substitute, (the head of the bureau being advised of the fact of such temporary arrangement,) has obtained in some cases.

174 There is a regulation requiring clerks to take the oath of office on entering upon the discharge of their duties after appointment.

3d cross-interrogatory. Please state what was your age in 1839, while filling an important appointment without having taken the official oath?

Answer. I was about sixteen years of age.

4th cross-interrogatory. While you were in the office as temporary clerk assisting your father, had you any knowledge of Nock assigning his patent right to the government, and of his giving a bond of ten thousand dollars penalty to the government?

Answer. I do not recollect now of my having personal knowledge then of the assignment and bond referred to.

5th cross-interrogatory. Did you not while in Kinchy's store copy the assignment of Nock's patent?

Answer. I have no recollection of it.

6th cross-interrogatory. Were not the locks of which you speak as having tried previously, tried by your father and other persons?

Answer. I do not know.

7th cross interrogatory. Do you not know that your father and other persons did try many of Nock's locks, by blows and otherwise?

Answer. Not recollecting having witnessed such trials of Nr. Nock's locks, I do not know otherwise than by hearsay of such fact.

8th cross-interrogatory Were the locks picked by you locks that had been before experimented upon by other persons, or were they to your knowledge untried locks when you experimented upon?

Answer. I do not know whether they had been before experimented upon, and cannot say whether they were untried locks or not.

9th cross-interrogatory. Could you have picked Nock's lock in the time specified if you had not understood the internal construction and operation of the lock.

Answer. I believe I could not.

At 3 o'clock p. m. adjourned until Tuesday next, the 11th instant, at 12 o'clock noon.

EDM. F. BROWN, *Commissioner.*

TUESDAY, *December* 11, 1860.

Met pursuant to adjournment.

Present: The deputy solicitor, the witness, the claimant, and his counsel, T. G. Clayton, esq.

10th cross-interrogatory. You state in your direct examination that you could pick Mr. Nock's locks with the instrument to which you then referred. Will you be so kind as to take that instrument now and pick this lock?

(Objected to, because the witness has not stated that he could pick Mr. Nock's locks, but that he had repeatedly picked certain locks that Mr. Nock

had made for the Post Office Department; and that a trial upon the lock now produced, which is not shown to be in any respect similar to those, is no proper test of the witness's testimony.)

175 Answer. I decline, in deference to the objection raised by the deputy solicitor.

11th cross-interrogatory. Please look at the lock now shown you, which you have refused to attempt to pick, and say whether it is according to the locks furnished the department by Joseph Nock without the extra spring.

Answer. The lock before me is a brass-faced lock, requiring a different key to open it from the lock which was an iron one, and to which I referred as having picked so readily. Not having seen the internal structure of all or many of the brass locks in the department, I cannot say whether it is exactly like all such brass locks in the department, without the extra spring. Judging from having seen one or two brass locks recently opened by Mr. John Spencer, I believe that the catching point or points of the tumblers vary from those of the brass locks I have seen opened as before referred to, and that the tumblers work with greater friction and require greater force with the key. I think, however, that there is a greater fulness and length in the spring of this lock, which is so feathered or split as to press more equally, by means of the three different members formed by such feathering or splitting of the spring, upon each one of the tumblers and the hook of the lock now shown me.

[The lock is not hereunto attached, being withdrawn by mutual consent.—E. F. B., *Commissioner.*]

12th cross-interrogatory. Do you mean to say that the brass locks and iron locks without extra springs were of different constructions?

Answer. I mean to say as far as I know, as to the locks in the department, that the brass locks required a larger key with bits or the members of the bits probably somewhat longer. As to the term construction, employed in this question, I do not know whether it refers to a general principle or slight details of workmanship.

13th cross-interrogatory. Had not all the locks, both iron and brass, in the department, as referred to by you in your direct examination, tumblers and spring catch similar in shape to the escapement tumbler and hook catch, differing only in size to the lock now before you?

Answer. I do not know as to all the locks, not having seen the interior construction of them all; but those which I saw open exhibited tumbler hooks and detached hooks alike in number, with this difference, that the catching points were somewhat dissimilar, being not so sharp as in this lock.

14th cross-interrogatory. Was there any difference in the keys for the brass and iron locks, except in size?

Answer. Having enlarged the bore of the barrel of a key fitted to the iron lock by filing off its back, and finding that such key when so altered opened the brass lock, I infer and believe from that circumstance that there is no essential difference, except as to size.

15th cross-interrogatory. Did you ever see the sample lock on which Mr. Nock obtained his contract with Mr. Kendall?

176 Answer. I do not know that I have seen the sample lock to which you refer.

16th cross-interrogatory. In your answer to the twelfth interrogatory you state that you held some of the locks in your hand and struck them against a substance and they flew open. Please state how you held the locks and against what substance you struck them.

Answer. I held the locks with the forefinger of my right hand in the under side of the shackel, where it would naturally hang when attached to a bag, with my thumb placed on the opposite side; or, in other words, the shackel

was held between my forefinger and thumb, and I struck upon or against some wooden boxes lying in my room near at hand, and sometimes on the edge of a box used for holding wood.

17th cross-interrogatory. Were the locks experimented upon by you and Mr. Spencer locks that had never been experimented on to your knowledge by other persons, or may they not have been injured by former experiments? And were they locks of Nock's own make, and acknowledged to be such by him?

Answer. The particular locks experimented upon by Mr. Spencer and myself were not experimented upon by others to my knowledge. Judging from the result of the experiments tried by Mr. Spencer and myself, I do not believe that many of them could have been injured by former experiments. I do not know whether they were made by Mr. Nock, or acknowledged to be such by him.

18th cross-interrogatory. Were the locks referred to by you in your answer to the thirteenth direct interrogatory in use on the mails of the United States? and at whose suggestion were they tested, and for what purpose? and was it by the order and consent of the Postmaster General that the experiments were made by you and Mr. Spencer?

Answer. The locks referred to were never, to my knowledge, in use on the mails of the United States. The Postmaster General inquired of me about the locks furnished by Mr. Nock, and learning that they were lying undisturbed in the department, expressed a wish that they should be examined. I told him I would have Mr. Spencer to overhaul them, with myself, which he approved, and said that probably it would serve the interests of the government to have them examined also by some person or persons not engaged in the postal service, and suggested that Mr. Stoughton should look at them if he was disposed to spare the time for that purpose.

19th cross-interrogatory. Do you know anything of the contract between the Post Office Department and Henry C. Jones, in 1851?

(Objected to as irrelevant to anything inquired of on the direct examination.)

Answer. I do.

20th cross-interrogatory. Are you acquainted with the lock of Henry C. Jones, now in use on the United States mail? And do you not believe that it could be hammered open in the same manner that the Nock lock was knocked open?

Answer. I am acquainted with the lock of Henry C. Jones. I do feel at liberty to disclose any defects in the mail locks now used for the protection of the United States mails.

177 Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. Nothing material that I now recollect. I wish to explain my answer to the thirteenth direct interrogatory, thus: The three or four which failed to be knocked open could not be opened with the key after the blows, although they could be opened with the key before said blows. I also wish to add to my answer to the eighteenth cross-interrogatory thus: After my conversation with the Postmaster General, which I have detailed, I informed the deputy solicitor of the suggestion of the Postmaster General as to an examination of the locks, and, as well as I can recollect, he said he thought it advisable to try some of them, so as to obtain a knowledge of their condition, and he said it was not necessary to examine them all.

H. L. JOHNSON.

Sworn to and subscribed this 11th day of December, 1800, before me.

[SEAL.] EDM. F. BROWN.

EXHIBIT H. L. J., No. 1.

POST OFFICE DEPARTMENT, *December* 7, 1860.

The following is a correct statement (obtained from the records) of the number of locks purchased by the Post Office Department of Joseph Nock, viz:

	Iron locks.	Brass locks.
Number of locks purchased prior to October 28, 1840, the same being without extra springs	1,208	150
Number of locks purchased after October 28, 1840, the same having extra springs	258	25
Total number of all the brass and iron locks purchased of Joseph Nock by the Post Office Department	1,466	175

H. L. JOHNSON,
Clerk in charge mail bags, locks, and keys.

POST OFFICE DEPARTMENT, *December* 7, 1860.

The following is a correct statement of the number of iron and brass locks purchased of Joseph Nock now remaining in the department, as ascer-
178 tained by me, after I had recently unpacked, assorted, and counted them with the assistance of another clerk, (Mr. John Spencer,) viz:

	Iron locks.	Brass locks.
Number remaining of the locks which were purchased prior to October 28, 1840, the same being without extra springs	1,202	142
Number of same description now missing	6	8
Number remaining of those purchased after October 28, 1840, the same being provided with extra springs	252	25
Number of same description missing	6	
	1,466	175

H. L. JOHNSON,
Clerk in charge mail bags, locks, and keys.

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

XVII.—*Testimony of John Spencer, for the United States, taken before Edmund F. Brown, commissioner for the District of Columbia.*

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the fourth day of December, A. D. eighteen hundred and sixty, personally came John Spencer, the witness within named, and after having been first sworn to the truth, the whole truth, and nothing but the truth, the questions contained in the within disposition were written down by the commissioner, and then proposed by him to the witness, and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did attend, and did not object.

[SEAL.]

EDMUND F. BROWN,
Commissioner of the Court of Claims.

Fees of witness, none.

Commissioner's fees:

For taking testimony, 8½ pages, 1,700 words, at 20 cts. per 100....	$3 40
For administering oath.....	10
For serving subpena.....	50
	4 00

179 The deposition of John Spencer, taken at the request of J. D. McPherson, esq., deputy solicitor of the Court of Claims, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* the United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is John Spencer; my occupation, clerk in the Post Office Department; my age is fifty-four years; my residence the past year, Washington City; I have no interest, direct nor indirect, in the claim which is the subject of inquiry; and am in no degree related to the claimant.

First interrogatory by the deputy solicitor. What is your position in the Post Office Department, and how long have you held it?

Answer. I am a clerk in what is called the mail bag, lock, and key division of the office, and have been so since the 1st of February, 1854.

2d interrogatory. Are there in your office any locks manufactured by Joseph Nock, and keys for the same? If yea, specify how many different kinds there are, and the number of each kind.

Answer. There are locks there that are stamped upon the back of them "Joseph Nock's patent." Some of them have "Philadelphia," and some "Washington," and on the face the words, "U. S. mail lock." There are four kinds of them; the precise number of the different kinds I cannot state. There are brass-faced locks and iron locks. A part of the brass-faced locks have extra springs, and so have a part of the iron locks, making two kinds of each.

3d interrogatory. Have you had such experience as enables you to know what are the requisites of a good mail lock? and if so, how have you acquired that experience?

Answer. I have had nearly nine years' experience among mail locks, a part of that time as a post office clerk in the city of Baltimore, and the rest of the time as inspector of mail locks in the Post Office Department.

4th interrogatory. Have you examined the locks which you have mentioned, so as to know what is their present condition? If so, have they been kept in good order?

Answer. I have examined the said locks; they are in remarkably good order. From the first of my knowledge of them they were in a case that was packed behind another case. About eighteen months ago we removed the front case and opened the back case, to get out one or two of the locks, which were wanted at that time. The case was then closed, and remained so until about two months ago, since which time it has remained open.

5th interrogatory. Are those locks good and sufficient locks? If not, state what are their defects.

180 Answer. I should say that they are not good at all; the defects are, those without the extra springs are easily knocked open by a blow, and liable to be picked; those with the extra springs are objectionable, on account of the difficulty of opening them with the keys which belong to them, a number of which I could not open with the keys that I found with them.

6th interrogatory. Please give some idea, if you can, of the comparative facility with which they can be knocked open.

Answer. A number of them that I tried, by holding a shackle between my thumb and forefinger, and striking them moderately against any solid substance, flew open; a large number of them I tried by hooking a shackle on to a strap, and then fastening a hook in the key-hole, by which I held the lock tight between the two, and striking them with a billet of wood, all of which were opened by the concussion.

7th interrogatory. With regard to those that had the extra spring, give some idea of the difficulty of opening them.

Answer. There were, according to my recollection, about eighteen that opened comparatively easily with the key. All the others which I could open at all with the keys were opened with great difficulty. When tried as a mail lock is usually tried when attached to a mail bag, they will not open with the key at all. The reason why is, that in order to relieve the shackel from the tumblers, the shackel has to draw inwards, which is prevented by pulling upon the shackel.

8th interrogatory. Is it your opinion that these defects were so great as to render the locks last named entirely unsuited for mail locks? Or were the difficulties only such as would require some additional time and patience on the part of postmasters who were to use the locks?

Answer. My opinion is that they were entirely unfit, because of the difficulty of opening them when not attached to a bag, and from the only way of opening them it is next to impossible to open them when attached to a bag.

9th interrogatory. Would they not have been more easily opened after being in use for some time and the parts wearing smoother?

Answer. The probabilities are that one that was kept well oiled and free from dirt would work more easily from long and continued use. From the use they meet with in actual service, the difficulties would be increased rather than diminished.

Cross-examination by T. G. Clayton, esq., counsel for the claimant.

1st cross-interrogatory. Have you ever seen any of the locks referred to in use in the mail service of the United States? And to your knowledge, have they ever been in use, and how long have they been in the office?

Answer. I have never, according to my recollection, seen any of them, except in room No. 8, first floor, of the Post Office Department, and they have been there all the time that I have been in the department.

181 2d cross-interrogatory. When were those experiments made by you on the locks referred to? And what was the object of the experiments, as they were not in use by the government? And at whose suggestion were the experiments made?

Answer. The experiments were made within the two last months. The object, as I understood it, was to prepare for a defense against Mr. Nock's claim; and it was at the suggestion of Mr. Deputy Solicitor McPherson.

3d cross-interrogatory. Are you a mechanical or scientific expert, capable of giving an opinion on the mechanical construction of locks?

Answer. I do not profess to be an expert, either as locksmith or lock-picker. I do not profess to be able to give an opinion on the mechanical construction of locks.

4th cross-interrogatory. What kind of lock is now in use by the department, and who is the contractor for supplying the present locks?

(Objected to, as irrelevant to anything inquired of on the direct examination.)

Answer. There are two kinds of locks now in use by the department—one kind made by Henry C. Jones, of Newark, New Jersey, and the other kind made by Solomon Andrews, of Perth Amboy, New Jersey. Those made by Jones are iron-cased locks, and those made by Andrews are brass-cased locks.

5th cross-interrogatory. Have you ever seen the lock of Henry C. Jones, patented April, 1842? and how does it correspond in its general appearance with the locks referred to in your direct examination?

Answer. I do not know that I have ever seen the lock of Henry C. Jones to which the question alludes.

6th cross-interrogatory. Have you ever seen the specimen standard locks that were deposited by Henry C. Jones in the department, and upon which the contract was obtained? and do you regard them as good and sufficient mail locks?

Answer. I have seen the locks that are said to be the locks on which the contract was made, and I do not consider them good and sufficient locks for mail service.

7th cross-interrogatory. Are they not the locks now in use on the way mail.

Answer. They are.

8th cross-interrogatory. Are the locks just referred to, in their construction, like the locks made by Joseph Nock referred to in your direct examination?

Answer. Outwardly they are not at all so, and so far as I can judge from their internal arrangement, they are dissimilar in appearance, though they may be upon the same principle.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not.

JOHN SPENCER.

182 Sworn to and subscribed before me this 4th day of December, 1860.
[SEAL.] EDM. F. BROWN, *Commissioner.*

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

The claimant in this cause will take notice that on the trial the defendant will prove that the said claimant is not the original inventor of the improvements claimed in the patent declared on, or of any material part thereof; but that the same was before patented in England by one Thomas Parsons, and had been described in a printed publication entitled the "Repository of Patent Inventions," published in London, England, in the second volume, fourth series, of the said work, at page 211, &c., and plate 10, of said volume.

Dated March 12, 1860.

JOHN D. McPHERSON, *Deputy Solicitor.*

Hon. J. A. ROCKWELL, *of Counsel for Claimant.*

Notice acknowledged.

T. G. CLAYTON,
For J. A. ROCKWELL.

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

XVIII.—*Testimony of F. Southgate Smith, for the United States, taken before Edmund F Brown, commissioner for the District of Columbia.*

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the 25th day of April, A. D. eighteen hundred and sixty, personally came F. Southgate Smith, esq., the witness within named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed by him to the witness; and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did attend, and did not object.

[SEAL.] EDMUND F. BROWN,
Commissioner of the Court of Claims.

183 Fees of witness:

Attendance 1 day, at $1 50 per day	$1 50

Commissioners' fees:

Taking testimony, 9 pages, 2,000 words, at 20 cts. per 100	$4 00
Administering oath	10
For one half of per diem, attendance at solicitor's office, the other half paid by claimant for taking the deposition of Dr. Page, on same day, (1 50) each	1 50
	5 60

The deposition of F. Southgate Smith, esq., taken at the request of J. D. McPherson, esq., deputy solicitor of the Court of Claims, at the solicitor's office, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is F. Southgate Smith. My occupation, a solicitor of patents. My age is forty three years. My residence the past year, Washington City. I have no interest, direct nor indirect, in the claim which is the subject of inquiry; and am in no degree related to the claimant.

First interrogatory by the deputy solicitor. How long have you followed the profession of a solicitor of patents?

Answer. Between three and four years.

Second interrogatory. Is it a part of the business of your profession to investigate and ascertain whether improvements claimed by an inventor are original with him, or have been used or described by others? If so, have you been accustomed to make such investigations?

Answer. It is my custom previous to making application to the Patent Office for patents for inventors, to make examination in relation to the novelty of the invention, in order that I may make claims only on those parts of the machine or invention which I consider new and never before been in public use.

Third interrogatory. Is such the custom with solicitors of patents generally?

Answer. Yes, sir.

Fourth interrogatory. Please look upon the lock now shown you, marked A, S. C. P., by Samuel C. Perkins, commissioner; and also upon the original patent granted Joseph Nock, under date of 16th of July, 1839, for an improvement upon padlocks and other locks, and state whether the improvements described in that patent and contained in the lock now
184 shown you had ever been described in a public work anterior to the granting of said patent.

Answer. The invention described in the patent of Joseph Nock, and claimed by him, consists in the employment of peculiar shaped tumblers; these tumblers are constructed with two hooks so arranged as to allow the shackle to pass between them, and the shackle is caught by the hooks only on one side of the tumblers in locking the lock; but in racking the tumblers by a blow or a false key, which will not raise the tumblers so that all the points will coincide, or if the tumblers are raised too much or too little, either the points on one side are not withdrawn from the bolt or the points of the tumblers on the opposite side are placed in such position as to catch the side of the bolt opposite to that in which they originally entered, and prevent the bolt from being withdrawn. Hence it is necessary that the tumblers should be raised so that the points will coincide on opposite sides, and clear the bolt before it can be withdrawn. In the lock in Exhibit A, S. C. P., the tumblers are constructed in the manner similar to those in the lock of Mr. Nock; but the tumblers, instead of catching all upon one side of the bolt, the points in each alternate tumbler catch on opposite sides of the bolt, but the principle in the construction of the tumblers is the same in both locks, as if either of the tumblers is racked too far or not far enough they catch in one or the other side of the bolt the same as in Mr. Nock's lock. This principle and construction of tumblers, which is the subject-matter of the first claim of Mr. Nock, was well known and in public use before the granting of Mr. Nock's patent. It was the invention of Thomas Parsons, of England, patented in England December 3, 1833, number 6,516, and described in Newton's Journal, conjoined series, 7th volume, 165th page, plate 7. In this lock there are series of tumblers with hooks on the opposite sides between which the bolt enters, and arranged so as to catch the bolt on either side if racked too far or not far enough as in Mr. Nock's lock. But in locking the lock the hooks on one side only enter the bolt, the same as in Mr. Nock's lock; therefore these tumblers contain the principle which is the subject-matter of the first claim of Mr. Nock. The English patent of Mr. Parson's is now in the Patent Office in this city.

The subject-matter of the second claim of Mr. Nock is the combination of these tumblers before described with a catch operating independent of and having no connection with the tumblers, the catch holding the bolt on the side opposite to that which is held by the tumblers. In this combination are two elements, peculiar shaped tumblers and an independent catch. As these two elements are not found in the lock A, S. C. P., but only one of them, (the tumblers,) I do not consider the lock marked A, S. C. P., infringes upon the second claim of Mr. Nock's patent. The principle of the bolts or catches holding the shackle on opposite sides is older than the date of Mr. Nock's patent, and in the patent of Thomas Parsons, for a lock patented in England

December 20, 1832, No. 6,350, the bolt catches the shackle on opposite sides.

The bolts in this patent, of which there are a series used in the lock,
185 catch alternately on opposite sides in the same manner as the tumblers in Exhibit A, S. C. P., and the only difference between the two is that in the English patent the bolts are sliding bolts, and in Exhibit A, S. C. P. they are pivoted bolts turning on a fixed center.

Fifth interrogatory. Do you find in the lock A, S. C. P., any equivalent for the catch described in the second claim of Mr. Nock?

Answer. I do not.

Cross-examination by T. G. Clayton, esq., counsel for the claimant.

First interrogatory. Have you ever been examined as an expert in cases of this kind, (patent cases?) and if so, before what court?

Answer. I have; before the circuit or district court of the United States in Baltimore.

Second cross-interrogatory. You have stated that this principle was well known and in use before the 16th of July, 1839, at which time the patent was granted to Mr. Nock. How do you know this fact?

Answer. The principle of the double hooks in the tumblers I have seen described in Newton's Journal, printed anterior to the date of Mr. Nock's patent.

Third cross-interrogatory. Do you know that Newton's Journal, just referred to, was in the Patent Office at the time of granting the patent to Mr. Nock?

Answer. I do not, as I was not in the office at that time.

Fourth cross-interrogatory. Is it not presumable if the work referred to had been in the office at the time of granting Nock's patent the office would have known the fact and referred him to it as a ground of rejection?

(Objected to as immaterial and irrelevant to anything inquired of in the direct examination.)

Answer. It is possible that the work might have been in the office at the time, and the examiner not have referred to it. From my own knowledge, while in the office, I have known of patents being granted when the invention was described in works in the office at the time.

Fifth cross-interrogatory. Is the fact of the office not doing so prima facia evidence that the office did not recognize the principle the same in both locks?

(Objection repeated.)

Answer. No; I consider not, because the examiner may have neglected to refer to the works then in the office.

Sixth cross-interrogatory. Do you say that the tumblers and shackle in their operation and construction are the same in both locks?

Answer. The principles of their construction and operation are the same in relation to the manner in which they catch and hold the bolt.

Seventh cross-interrogatory. Can more than one tumbler be put in the lock of Parsons without injuring its strength? and has it not, as constructed, only one tumbler?

Answer. Two or more tumblers are exhibited in the drawings of Parsons.

Several tumblers may be introduced into the lock of Parsons's without
186 injuring its strength. (Drawings hereunto annexed, marked Exhibit A, E. F. B.)

Eighth cross-interrogatory. To do so must not the lock be greatly increased in size, so as to be burdensome and inconvenient?

Answer. You may proportion the thickness of the tumblers so as to introduce several without increasing the size of the lock or materially weakening the shackle.

Ninth cross-interrogatory. Will not thus increasing the number of tumblers greatly weaken the lock in its power of resistance? and, in this respect, is not Parsons's lock inferior to Nock's lock?

Answer. It will not weaken the power of resistance of the lock if you increase the other parts in proportion, and a greater number of tumblers can be introduced in the same space in the lock of Mr. Nock, with a shackle constructed so that the tumblers catch upon a notch on the shackle, than they can in a shackle in which the tumblers enter a slot through the shackle as shown in the drawing of Parsons, but as the form of shackle is older than either any one can use it, and it constitutes no part of the invention of either person. Parsons's lock is inferior to Nock's lock inasmuch as a different shackle is used.

Direct examination resumed.

Sixth interrogatory. Does the practicability of putting more tumblers into Nock's lock than into Parsons's in the same thickness depend exclusively upon the difference in the shackle?

Answer. It does.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not.

F. SOUTHGATE SMITH.

Sworn to and subscribed before me this 25th day of April, 1860.

EDMUND F. BROWN, *Commissioner.*

(For diagram see original.)

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

XIX.—*Testimony of A. B. Stoughton, esq., for the United States, taken before Edmund F. Brown, commissioner for the District of Columbia.*

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the seventh day of December, A. D. eighteen hundred and sixty, personally came A. B. Stoughton, esq., the witness within named, and
187 after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed by him to the witness; and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did attend, and did not object.

EDM. F. BROWN,
[SEAL.] *Commissioner of the Court of Claims.*

Fees of witness:

Attendance 1 day, at $1 50 per day	$1 50

Commissioner's fees:

For taking testimony, eight pages, 1,600 words, at 20 cents per 100	$3 20
For administering oath	10
For serving subpena	50
	3 80

The deposition of A. B. Stoughton, esq., taken at the request of J. D. McPherson, esq., deputy solicitor of the Court of Claims, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* United States.

First general interrogatory by the commissioner. Please state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is A. B. Stoughton; my occupation, solicitor of patents; my age is forty-five years; my residence the past year, Washington City. I have no interest, direct nor indirect, in the claim which is the subject of inquiry, and am in no degree related to the claimant.

First interrogatory by the deputy solicitor. Have you been accustomed in the practice of your profession to investigate the principles of machines and other patented articles, and how long have you pursued that business?

Answer. It is the custom of my business to investigate patented machines and other articles, and I have been so engaged for the past fifteen years.

2d interrogatory. Have you examined the record of a patent issued to Joseph Nock on the 16th of July, 1839? If yea, state what is the subject of his claim.

Answer. I have examined the record of said patent, and find that the subject-matter of his first claim consists in the employment, both in padlocks and locks of other descriptions, of what he denominates as escape-
188 ment tumblers, constructed and operated in the manner set forth in his specification and drawings; and it consists, further, in the employment, in combination with such tumblers, of a catch or catches which shall hold the bow of the lock when the same is closed, on the side opposite to that on which it is held by the hooks or catches of the tumblers; the whole being constructed and operating substantially as described and made known in the patent.

3d interrogatory. Have you also examined the record of a patent granted to Thomas Parsons in the year 1833, and numbered 6,516? If yea, state what is the subject of that patent, and whether it interferes, and how, with the patent of Joseph Nock, referred to in your last answer.

Answer. I have examined the patent granted to Thomas Parsons, referred to in the above interrogatory, and find that it is a patent granted in England to said Parsons in 1833 for locks for fastenings. I find sketched and described in said patent the employment in padlock and locks of other descriptions, of escapement tumblers, constructed and operating in substantially the same manner as those described and represented in the patent of Joseph Nock, of which I have above testified.

4th interrogatory. Please examine a lock now shown you, marked A, S. C. P., and state how far it conforms to the description given in the Parsons patent above referred to.

Answer. I have examined a lock marked A, S. C. P., and find in it a series of escapement tumblers constructed substantially like those in the Parsons patent, but operating slightly different from Parsons's, inasmuch as a portion of the series of tumblers is reversed on their pivot pin, so that some of them catch on one side of the hasp and the others on the opposite side of the hasp. By reversed I mean turn over.

5th interrogatory. Please state whether or not the lock A, S. C. P., differs in the same manner from that described in Nock's patent so far as the operation and arrangement of the escapement tumblers is concerned.

Answer. The lock A, S. C. P., differs from the Nock lock in the same man-

ner as it differs from the Parsons lock, as in Nock's lock the tumblers catch on but one side of the hasp, just as they do in the Parsons lock.

6th interrogatory. Do you find in the Parsons patent any suggestion or direction for making the tumblers to catch on opposite sides of the bolt or shackle? If so, state what it is.

Answer. Not in the Parsons patent of which I have testified.

7th interrogatory. Do you find such a suggestion or direction in any other patent granted to Thomas Parsons in England in the year 1832? If so, state what that suggestion or direction is.

Answer. In the patent granted to Thomas Parsons in England in 1832 I find several references to the suggestion for putting the tumblers on opposite sides of the bolt; for instance, he says: "For the sake of clearness I have only shown two lever tumblers in this figure, one on each side of the bolt; but it will be evident that any convenient number may be applied equally well." And again, he says: "This fulcrum or axis passes into
189 both the front and back plates of the lock and carries both the lever tumblers, one on each side of the bolt." In several other parts of the specification he distinctly describes the placing of the lever tumblers on each side of the bolt; and towards the close of his description that this arrangement is equally applicable to a padlock as to the other forms of lock which he has shown.

[Copies of the Parsons patents are hereto annexed, marked "A. B. S., No. 1" and "No. 2."—E. F. B., *Commissioner.*]

Cross-examination by T. G. Clayton, esq., counsel for the claimant.

1st cross-interrogatory. In your answer to the third interrogatory you state that the escapement tumblers in the Parsons lock of 1853 is constructed and operating in substantially the same manner as those described in the patent of Joseph Nock. In this general description of those two patents do you mean to say that the construction and operation is essentially the same?

Answer. In my answer to the third interrogatory I testified as to the construction and operation of the escapement tumblers in the Parsons lock. Their construction and operation are the same in principle as those in the Nock lock.

2d cross-interrogatory. Are not the tumblers in both locks referred to levers in their operation? and are they of the first or second class levers?

Answer. They are levers in both locks. They are first class levers in one sense, so far as they relate to the hasp; but they are second class levers in their relation to the key, as the key itself is a lever.

3d cross-interrogatory. What is the difference between levers of the first and second class?

Ans. A lever of the first class is one which applies the power directly from itself to the object to be moved by it; whilst a secondary lever transmits its power through a second or separate piece.

4th cross-interrogatory. Is there no difference in the mode of applying the power to the tumblers in both locks by the key?

Answer. None that I can discover.

5th cross-interrogatory. Is not the key in the Parsons lock applied to the tumbler between the fulcrum and the catching or holding point, while in the Nock lock the key operates in the rear of the fulcrum, thus making the one a first class and the other a second class lever.

Answer. The key is applied in the Parsons lock between the fulcrum and the catch of the tumblers; but it is not applied in the Nock lock to all the tumblers behind the fulcrum, nor do I consider that the difference would change the character of the tumblers from first to second class levers.

6th cross-interrogatory. Do you know whether the patent of Parsons referred to was in the Patent Office at the time Nock's patent was granted?

Answer. No, I do not.

190 Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not.

A. B. STOUGHTON.

Sworn to and subscribed before me this 7th day of December, 1860.

[SEAL.] EDM. F. BROWN, *Commissioner.*

EXHIBIT A. B. S., No. 1.

The United States Patent Office to all persons to whom these presents shall come, greeting:

This is to certify that the annexed are true copies of the description and drawing of the English patent granted to Thomas Parsons A. D. 1833, number 6,516, as found in the publication of British Patents, London, printed by George E. Eyre and William Spottiswoode, and published at the Great Seal Patent Office, 1857, a book belonging to and kept in the library of this office.

In testimony whereof, I, Philip F. Thomas, Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed this 12th day of May, in the year of our Lord one thousand eight hundred and sixty, and of the independence of the United States the eighty-fourth.

[SEAL.] PHILIP F. THOMAS.

A. D. 1833.—No. 6,516.

Locks.—Parsons's specification.

To all to whom these present shall come I, Thomas Parsons, of Newport, in the county of Salop, gentleman, send greeting:

Whereas his present most excellent majesty King William the Fourth, by his letters patent under the great seal of Great Britain, bearing date at Westminster, the third day of December, in the fourth year of his reign, did, for himself, his heirs and successors, give and grant unto me, the said Thomas Parsons, his especial license, full power, sole privilege and authority, that I, the said Thomas Parsons, my executors, administrators, and assigns, or such others as I, the said Thomas Parsons, my executors, administrators,

191 or assigns should at any time agree with, and no others, from time to time, and at all times during the term of years therein expressed, should and lawfully might make, use, exercise, and vend within England, Wales, and the town of Berwick-upon-Tweed, and also in all his said majesty's colonies and plantations abroad, my invention of "certain improvements in locks for fastenings;" in which said letters patent is contained a proviso that I, the said Thomas Parsons, shall cause a particular description of the nature of my said invention and in what manner the same is to be performed, to be enrolled in his majesty's high court of chancery within six calendar months next and immediately after the date of the said in part recited letters patent, as in and by the same, reference being thereunto had, will more fully and at large appear.

Now know ye that in compliance with the said proviso I, the said Thomas Parsons, do hereby declare the nature of my said invention to consist—

First. In introducing a movable support or prop between the tumbler which intercepts the motion of the bolt and the tumbler upon which the key

acts, which movable support is capable of adjustment, for the purpose of requiring a longer or shorter bit to the key, according to the position of the said movable support.

Secondly. In a mode of adjusting at pleasure the bit of the key to suit the situation of the movable support aforesaid; and

Lastly. In a new application of what I call lever tumblers to padlocks and boxlocks.

And, in further compliance with the said proviso, I, the said Thomas Parsons, do hereby describe the manner in which my said invention is to be performed by the following statement thereof, reference being had to the drawing annexed and to the figures and letters marked thereon; that is to say:

Description of the drawing.

Figure 1 is a view of the interior of a lock with my said improvements. A B is the bolt; C is what I call the lever tumbler; S the stud or catch on the bolt, which catches in the lever tumbler; D D is what I call the key-tumbler, which moves vertically. The bolt is here shown as thrown back, and the key, K, inactive. J is the movable prop or support, which constitutes one of my said improvements. It will be seen that the lever tumbler C rests upon this support J, which I call the prop, and the prop in turn is supported on the key-tumbler D D. The prop J is connected, by means of the arm *e*, to the slide *f f*, at the joint *r*. This slide has a slot in it, working on the pin or guide *p*, fixed into the middle plate of the lock, on which pin it slides to and fro by means of the screw *g*, working in the boss V. The screw *g* is kept stationary by means of the crutch *h* working between the two collars, shown near the screw head. *i* is an aperture for introducing the turn screw E, shown at Figure 2. Now it is evident from this ar-
192 rangement that according as the screw *g* is turned one way or the other, so the prop J will be drawn further from or pushed nearer to the fulcrum of the lever tumbler C; and according to its place under the lever tumbler C so will the key-tumbler D D require to be lifted more or less in order to free the bolt, and will consequently require a longer or shorter bit to the key for that purpose.

Figure 3 is a view of the selvage end of the lock, and it may be as well here to observe that similar letters are used to denote similar parts in all the figures, so that much repetition of description is avoided. F is a small milled nut or handle on the front plate of the lock, which is removable for the purposes hereinafter explained.

Figure 4 is another view of the interior of the lock, the key being in action and the bolt ready to be shot. In this view the prop J is shown drawn to the furthest point from the fulcrum of the lever tumbler C, and the bit of the key elongated in proportion, as will be more particularly explained hereafter.

Figure 5 is a view of the opposite side of the lock to that shown at Figures 1 and 4, with the front plate removed, in order to show the index, X, and scale W. The index X is attached at Z to the slide *f f*, and works through the slot O, so that by removing the front plate it may be seen exactly how far the prop J is removed from the fulcrum, and consequently the degree of extension required in the bit of the key in order that it may act correctly upon the lever tumbler C.

Figure 6 is a similar view to Figure 5, but shows the index at the other end of the scale.

Figure 7 is the key, *a* being the adjustable part of the bit.

Figure 8 shows that part of the bit extended.

Figure 9 shows the movable part of the bit in section, and the collared ad-

justing screw which acts upon it separately, there being a female screw in the neck piece *a* to receive the screw. The letter *t*, in Figure 8, shows the pin passing through the side of the stem of the key into the groove made by the collar on the screw and which causes the screw when turned to push out or draw in the part *a* at pleasure.

Figure 10 is a back view of the key, showing the head of the screw. And it is only necessary further to add that I make each degree of the scale W to correspond with one turn or more, or some fixed portion of one turn of this screw.

Figure 11 is a padlock, showing the manner in which I apply two or more of the lever tumblers aforesaid to act as a bolt for that kind of fastening. This figure shows the tumblers C in the position they assume when freely acted upon by the spring P, and the shackle therefore fast, and Figure 12 shows the tumblers C correctly raised by the key and the shackle at liberty. If either tumbler were raised too much or too little, it is evident the shackle would be prevented from being withdrawn by the tumbler, and consequently it would remain locked, any inaccuracy in the action of the key on the tumblers having the same effect on the shackle as it is well known to have when the tumblers are applied to a bolt.

Figure 13 is the key required for the two tumblers shown in the drawing.

193 Now, whereas it is evident that my invention as regards the prop is susceptible of many modifications, and would apply equally as well between two tumblers working vertically as it does between one lever and one vertical tumbler, provided one or both of their respective edges acted upon by the prop be inclined planes; and whereas the prop itself might be made to act as a lever, and whereas the lever tumblers hereinbefore described as applied to padlocks, are equally applicable to box locks, but whereas I claim as my invention—

First, a movable or adjustable prop placed as aforesaid, for the purposes aforesaid, and the slide, *f f*, and screw, *g*, as connected therewith.

Secondly, the adjustable part, *a*, of the bit of the key with its adjusting screw, and its reference to the index and scale, X, W; and

Lastly, the manner hereinbefore described of applying the aforesaid lever tumblers to act as a bolt to padlocks and box locks.

And such my invention being, to the best of my knowledge and belief, entirely new, and never before used within th .t part of his said majesty's United Kingdom of Great Britain and Ireland, called England, his said dominion of Wales, of town of Berwick-upon-Tweed, or in any of his said majesty's colonies and plantations abroad, I do hereby declare this to be my specification of the same, and that I do verily believe this my said specification doth comply in all respects, fully and without reserve or disguise, with the proviso in the said hereinbefore in part recited letters patent contained. Wherefore I do hereby claim to maintain exclusive right and privilege to my said invention.

In witness whereof, I, the said Thomas Parsons, have hereunto set my hand and seal this third day of June, in the year of our Lord one thousand eight hundred and thirty-four.

[SEAL.] THOMAS PARSONS.

And be it remembered, that on the third day of June, in the year of our Lord 1834, the aforesaid Thomas Parsons came before our said lord the king in his chancery, and acknowledged the specification aforesaid, and all and everything therein contained and specified, in form above written. And also the specification aforesaid was stamped according to the tenor of the statute made for that purpose.

Enrolled the third day of June, in the year of our Lord one thousand eight hundred and thirty-four.

EXHIBIT A. B. S., No. 2.

The United States Patent Office to all persons to whom these presents shall come, greeting :

This is to certify that the annexed are true copies of the description and drawing of the English patent granted to Thomas Parsons, number
194 6,350, A. D. 1832, as found in the publication of British Patents, "London, printed by George E. Eyre and William Spottiswoode, printers to the queen's most excellent majesty. Published at the Great Seal Patent Office, 25 Southampton Buildings, Holborn, 1857," a book belonging to and kept in the library of this office.

In testimony whereof, I, Philip F. Thomas, Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed this 12th day of May, in the year of our Lord one thousand eight hundred and sixty, and of the independence of the United States the eighty-fourth.

[SEAL.] PHILIP F. THOMAS.

A. D. 1832.—No. 6,350.

Locks for doors and other purposes.—Parsons's specification.

To all to whom these presents shall come I, Thomas Parsons, (lately the younger,) of Furnival's Inn, London, gentleman, send greeting:

Whereas his present most excellent majesty King William the Fourth, by his letters patent under the great seal of Great Britain, bearing date at Westminster, the twentieth day of December, in the third year of his reign, did, for himself, his heirs, and successors, give and grant unto me, the said Thomas Parsons, his especial license that I, the said Thomas Parsons, my executors, administrators, or assigns, or such others as I, the said Thomas Parsons, my executors, administrators, or assigns, should at any time agree with, and no others, from time to time, and at all times during the term of years therein expressed, should and lawfully might make, use, exercise, and vend within England, Wales, and the town of Berwick-upon-Tweed, my invention of "certain improvements in locks for doors and other purposes," in which said letters patent is contained a proviso obliging me, the said Thomas Parsons, by an instrument in writing, under my hand and seal, particularly to describe and ascertain the nature of my said invention, and in what manner the same is to be performed, and to cause the same to be enrolled in his said majesty's high court of chancery, within six calendar months next and immediately after the date of the said in part recited letters patent, as in and by the same, reference being thereunto had, will more fully and at large appear:

Now know ye that, in compliance with the said proviso, I, the said Thomas Parsons, do hereby declare the nature of my said invention to consist—

First, (as regards door locks,) in an arrangement of lever tumblers, carrying with them loose tumblers in such manner that both the lever tumblers act in retaining the bolt as well in its locked as in its unlocked position; as also an arrangement of lever tumblers without loose tumblers, such lever tumblers acting in notches on the bolt, as hereinafter explained; in both which cases my said arrangement and form of tumblers and the springs is such as to allow of the tumblers being made of very thin metal, so
195 that I may have several of them in one lock without increasing its size to an inconvenient thickness.

And secondly, (as regard box locks,) in having two or more thin bolts to shoot at the same time with the same key without any tumblers, but so arranged that the bolts do not require to be adjusted by the steps or risers of the key before they can be thrown into the catch or keep when locking, but do require to be so adjusted before they can be withdrawn from the catch or keep when it is to be relieved from them. And in further compliance with the said proviso, I, the said Thomas Parsons, do hereby describe the manner in which my said invention is to be performed, by the following statement thereof, reference being had to the drawing annexed and to the figures and letters marked thereon, that is to say:

Description of the drawings.

Figures 1 and 2 represent a door lock, with the front plate taken off to show the internal parts, and it may be as well here to observe that similar letters are used to denote similar parts in all the figures. A A A A A, colored grey, is the bolt, on each side of which are formed two grooves or recesses in the form of arcs of circles, as shown in the edge view of the bolt at Figure 6; in these grooves the tumblers work, as hereinafter explained. B B and C C, colored yellow, are two guides, one on each side of the bolt, and each being made of five pieces, as shown by the edge view of the guides at Figure 7, so as to form a groove or recess on each side similar to and corresponding with the grooves in the bolt; these pieces are intended as guides for the tumblers, and not to guide the bolt, there being a clip D, to guide the bolt; this clip D is fastened or held by four strong screws, which pass through the back plate of the lock into the door to hold the lock to its place. For the sake of clearness I have only shown two lever tumblers in this figure, one on each side of the bolt; but it will be evident that any convenient number may be applied equally well. The parts marked E E, and colored brown, are two loose pieces of metal, which I call loose tumblers, one fitting and lying loosely in one of the grooves of the bolt, and the other partly in the groove of the bolt and partly in the groove in the guide C, and there are two similar pieces, not seen in this figure, in the grooves at the under side of the bolt, so that for each lever tumbler there are two loose tumblers, and these latter are carried to and fro with the bolt when the bolt is put in action. The part colored pink, and marked F, (shown separately at Figure 3,) is one of my lever tumblers centered upon a fulcrum at G; this fulcrum or axis passes into both the front and back plates of the lock, and carries both the lever-tumblers, one on each side of the bolt, as shown at Figure 2, where the second tumbler is marked H, and colored green. By this arrangement both the lever tumblers, it will be seen, act from the same axis or center. *e e e e*, four screw holes to receive the screws which pass through and fasten the front pipe to the lock; *f*, the key-hole; K, the key, the pipe of which receives the key pin fixed into the corresponding part of the
196 front plate, but not seen here by reason of the front plate being removed to show the inside of the lock. It will be necessary here to observe that in Figures 1 and 2 I have represented a lock requiring a pipe key to open it, in consequence of which, when required to unlock from either side of the door, it is necessary to have two key pins, one in each lock plate, and consequently two key-holes. In each of these figures, therefore, only one key-hole, *f*, and one key pin, J, will be seen on the lever tumbler F. At L and at M are cut two curves for the key to act upon, one suited for the key to act upon through each key-hole. Figure 4 is the second, or, as shown in this figure, the under tumbler, and is colored green and marked H, and by comparing the two lever tumblers with each other, it will be seen that the space to be occupied by the loose tumbler E, colored brown in each figure, is cut at a different part of the arc which forms the end of each tumbler.

Figure 5 is a plan of the bolt with the fulcrum or axis of the lever tumblers shown passing through a slot cut in the bolt precisely of the length required for the proper action of the bolt; the axis has a square formed on it to fit the slot of equal thickness with the bolt, and serves to steady that end of the bolt. The guide pieces, B and C, should be made in five parts, as shown at Figure 7, if the bolt be placed in the middle between the two tumblers, as in the drawing, in order to afford the requisite facility for seeing the lower tumblers, here colored green, while the manufacturer is adapting each to be correctly raised by the key; and they may be afterwards attached together by rivets or by screws, as shown in this figure, which screws also attach them to the back plate.

Figure 8 is the key. Now it will be observed that each of the lever tumblers has a space for the loose tumblers cut from a different part of the arc *o*, so that when the lever tumblers are pressed upon in the direction of their line of motion by the action of their respective springs at S, they will assume the position shown in Figure 1, wherein they intercept the motion of the bolt which is unlocked; and thus it is evident each lever tumbler must be raised to a height differing from the other, and each step in the bit of the key must be so proportioned to the lever tumbler on which it is to act as to raise the loose tumbler E entirely within the recess in the bolt, or otherwise the bolt cannot be moved by the key.

Figure 2 is a plan of the lock with the bolt thrown out by the key or locked, the lever tumblers being so raised by it as to place the loose tumblers wholly within the recess in the bolt, which is, consequently, not impeded in its motion by the tumblers, but on the continued motion of the key the springs will again depress the lever tumblers, and the loose tumblers which they act upon will be carried into the position shown in Figure 1; and thus the bolt will be securely held by the tumblers and prevented from being moved except by the right key. S is the case holding the springs which act upon the lever tumblers F and H. These springs are formed by a small shouldered bolt acting against a spiral spring in a box or block pierced with as many holes as there are bolts. One only can be seen in this view, but as there two tumblers, there must of course be two small bolts and springs; for as in this arrangement the tumblers each rise different
197 heights, each must have a separate spring acting upon it. For the sake of not confusing the drawing, and to render it more clear and simple, I have shown only two tumblers, but a competent locksmith will be aware that by reason of the peculiar support the tumblers receive from the guides B B and C C on each side of the bolt more tumblers than have been heretofore may be introduced into any given thickness of a lock, and the number probably will be only dependent upon the practicability of constructing springs enough in the given space to act upon them. The workman will know how to add a spring bolt and its appendages if desired, as also to adapt this, like other tumbler locks, to the several uses to which such locks are usually applied. This lock is more readily made with one keyhole and two keys, as in the lock shown at Figures 9, 10, 11, 12, 13, and 14, hereinafter described; for, to construct it with one key only, unless one half of the tumblers be duplicated of or formed like each other, and arranged as is usual in Barron's locks, I believe it is requisite that the back plate of the lock should be removable, so that the workman may work from each side of the lock successively.

Having now described the various parts of lock, I will proceed to explain its action. The lock being at the unlocking position, and the various parts at rest, as shown at Figure 1, the key must be introduced, and being turned in the proper direction, the short step of the key will raise the pink lever tumbler F until the loose tumbler E is lifted into the forward recess on the

front side of the bolt, while the long step of the key will raise the green lever tumbler H until its loose tumbler is lifted into the corresponding recess on the back side of the bolt at the moment the key will come in contact with the talon of the bolt marked *x*, and throw it forwards, carrying with it the two loose tumblers which have just been raised by the back and front lever tumblers, and bringing the two loose tumblers, which have been lying inert in the two hinder recesses, forward in order to be acted upon by the lever tumblers, when the key is turned completely from under the lever tumblers, and they resume the position shown in Figure 1, though the bolt will be in the position shown at Figure 2, where the lever tumblers are shown raised by the key to the position required to let the bolt pass forward; and it will be seen by examining this figure that when the key is turned quite from under the lever tumblers in order to remove it, the pink lever tumbler will force down the loose tumbler E nearly out of the recess it is in, while the green lever tumbler will force its loose tumbler down also a little way, but not quite so far down as the pink one, the difference depending entirely on the different situations of the spaces cut in the front arcs of the lever tumblers.

Figure 23 is a plan of the outside of the front plate of the lock. Z is a raised part to form a recess inside and lie over the clip D, which necessarily projects to the extent of its thickness above the general surface of the upper lever tumbler, as shown in the section Figure 26.

Figures 9, 10, 11 represent another door lock of a more simple form, and without a loose tumbler. The black plate is removed to show the inside. A, the bolt, colored gray, having four curved notches cut in its edge at *b g* and *c d*, to admit the curved ends, which I call the teeth of the tum-
198 blers, and a recess, B, Figures 9 and 10, cut out of it to admit the locking plate, shown separately at Figure 12, *r r r r r*, colored yellow, five pieces of metal screwed to the front plate of the lock in part to steady one end of the bolt, but especially designed to support the tumblers, which are colored pink and green. F, in Figures 9, 10, and 11, is the upper tumbler, having an arc of a circle projecting from each end, which I call a tooth; and H is part of another tumbler, colored green, and may be seen lying immediately under F. G, in Figures 9, 10, 11, is the fulcrum of the lever tumblers fixed into the front plate of the lock. S, Figures 9, 10, 11, colored spring for each tumbler, similar to that described in Figures 1 and 2, with two screws to fix it to the front plate of the lock. These springs keep the ends or teeth of the tumblers into the notches in the edge of the bolt. *f*, Figure 9, is the key-hole for the two pin keys; and K, Figure 10, colored gray, is an end view of the bit of the key. Figure 9 is a plan of the lock with the bolt drawn in or unlocked, and the lock plate removed to show the tumblers, each of which is shown by the two colors, pink and green, and a dotted line to have its arc or tooth differing in length from the other, and one end pressed by the springs into the bolt at *d*. Figure 10 is a plan of the lock with the bolt thrown out and the tumblers withdrawn from the bolt by the key. Figure 11 is a plan showing the lock plate attached by two screws to the bolt, and fitting the recess B, shown in Figures 9 and 10. The key is shown as having raised the tumblers parallel with the edge of and thrown out the bolt, and at the point where its further motion will allow the spring to force the arcs or teeth of the tumblers into the notch of the bolt, when the bolt will be prevented being moved back again excepting by the right key, as a key not fitted to each tumbler will either not release all the arcs or teeth at one end of the tumblers from the bolt or force one or more of those at the other end into the corresponding notch of the bolt, which would equally prevent the withdrawing of the bolt. Figure 13 is the key for the outside, and Figure 14 that for the inside of the

lock; and a short pin is fixed on each side of the key-hole on the front plate of the lock, as shown in Figures 9, 10, and 11, to prevent the passage of the wrong key. Any capable locksmith knows how to add a spring bolt and its appendages, and to adapt this invention to any other kind of lock, as also how to add as many tumblers as he may find it practicable to construct springs to act upon, making the arc or tooth of each to differ in length from all the others, that no two may have to be raised alike for the bolt to pass.

Having now described the various parts of this lock which has no loose tumblers, I will proceed to explain its action. Figure 9 shows the lock at its unlocked position, the tooth V of the pink tumbler being in the curved notch cut in the bolt at *d*, and thus holding the bolt fast, while the corresponding tooth of the green tumbler is only as far in the notch as shown by the dotted line. When the key is turned to throw the bolt forward to the locking position, it first acts upon the lever tumblers, raising the tooth *r* of the pink tumbler high enough to throw the tooth V out of the notch *d*, and the tooth H of the green tumbler high enough to clear its tooth under V in the same manner; and this will bring the tumblers to the position
199 shown at Figure 10, when all the teeth being clear of the notches the bolt will pass forward by the action of the key; but it is obvious from this arrangement that if a wrong key be used, even though the teeth at the foremost end of the levers were to be depressed sufficiently low to clear the notches, yet if this was done in a degree the least too much, the teeth at the other end of the tumblers would at once rise into the notches *b* or *g*, and effectually prevent any action of the bolt.

Figures 15 and 16 represent a box lock without tumbler, with the back removed. A A is a bolt, under which there are two others, one colored pink and one green. There is a groove in each of the bolts cut from the middle part towards each end, with the usual opening upwards to receive the keep or catch. W W, the talons for the key to act upon, and formed upon each bolt; at X are three springs fixed under the upper part of the rim of the lock, and pressing against the bolts, which are all level on the top, to prevent the right key from over-shooting them as it might do within the springs.

Figure 15 shows the lock in its locked state, one limb of each bolt having been moved by the key into the catch or keep of the lock. Figure 16 shows the lock unlocked, all the bolts being withdrawn from the catch or keep of the lock which is removed, as shown. And the dotted lines in these two figures show the chief variations in the bolt next beneath the upper bolt, while the third or undermost bolt must be varied a little from both. Figures 20, 21, and 22 are separate views of these bolts.

Figure 17 is the key, with its step adapted precisely to lock and unlock each bolt, the talons of each being varied from the others in such manner that the right key will throw the bolts, so that when unlocked the ends of all their limbs shall correspond with the opening in the upper rim of the lock. Figure 18 shows a section of the lock with the key pressing against the bolts; the upper bolt is colored yellow, the next under it pink, and the undermost green. And the ends of their limbs are seen within the catch, which is colored gray. Figure 19 is a back view of the lock, with the back plate on; and Figure 20 a front view.

Now an examination of Figures 15 and 16 will show that there is not any impediment to prevent any of the bolts from being pushed too far by any key, so that if an attempt be made to unlock the lock with a wrong key it will either not push all the bolts far enough to unlock, or too far, in which case it would be relocked by the passing of the other limb within the catch or keep, thus answering the purpose of a tumbler lock in a more simple and

less costly form. And these bolts are equally applicable to a padlock, or any other which allows of the use of the same kind of catch or keep, two bolts may answer, perhaps, for some locks, and to others more than three may be applied, if required, at the discretion of the locksmith. Figure 24 is a section of Figure 9; and Figure 25 a section of Figure 1.

Now, whereas I claim as my invention the form and arrangement of the several lever and loose tumblers and guide pieces here shown, such being applicable to door and other locks; and also the hereinbefore described combination of several bolts, as likewise their peculiar shape with reference to the part marked P, in Figures 20, 21, and 22, acting together with the same turn of the key, and here shown applied to box locks, but equally applicable to padlocks. And such my invention being, to the best of my knowledge and belief, entirely new, and never before used within that part of his said majesty's United Kingdom of Great Britain and Ireland, called England, his said dominion of Wales or town of Berwick-upon-Tweed, I do hereby declare this to be my specification of the same, and that I do verily believe this my said specification doth comply in all respects, fully and without reserve or disguise, with the proviso in the said hereinbefore in part recited letters patent contained. Wherefore I do hereby claim to maintain exclusive right and privilege to my said invention.

In witness whereof, I, the said Thomas Parsons, have hereunto set my hand and seal, this thirtieth day of June, in the year of our Lord one thousand eight hundred and thirty-three.

[L. S.] THOS. PARSONS.

And be it remembered, that on the twentieth day of June, in the year of our Lord 1833, the aforesaid Thomas Parsons came before our said lord the king in his chancery, and acknowledged the specification aforesaid, and all and everything therein contained and specified, in form above written. And also the specification aforesaid was stamped according to the tenor of the statute made for that purpose.

Enrolled the thirtieth day of June, in the year of our Lord one thousand eight hundred and thirty-three.

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

XX.—*Testimony of Lawrence F. Callan, for the United States, taken before Edmund F. Brown, commissioner for the District of Columbia.*

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the eighth day of December, A. D. eighteen hundred and sixty, personally came Lawrence F. Callan, the witness within named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed by him to the witness; and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did attend, and did not object, except as herein stated.

[SEAL.] EDM. F. BROWN,
Commissioner of the Court of Claims.

Fees of witness:

Attendance, 3 days, at $1 50 per day..... $4 50

201 The deposition of Laurence F. Callan, taken at the request of J. D. McPherson, esq., deputy solicitor of the Court of Claims, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is Lawrence F. Callan; my occupation, a model maker; my age is nineteen years; my residence the past year, Washington City; I have no interest, direct nor indirect, in the claim which is the subject of inquiry; and am in no degree related to the claimant.

First interrogatory by the deputy solicitor. Did you make a lock according to a drawing and specification furnished you? If so, please produce the lock, and the drawing and specification.

(Objected to, because it is not now competent for the government to attack the patent of Nock, for the reasons that the government has held in its possession the patent of Nock until its expiration without ever disputing its validity; and now that the patent has expired, it is out of Nock's power to correct his patent according to the patent laws, as therein provided for correction, first, by reissue when the patent is defective, in not claiming what the patentee is entitled to; or to amend it by a disclaimer when the patent is too broad. (See section 5 of the act of 1836, and sections 5, 7, and 8 of the act of 1837.) For these reasons, it is not competent for the government now to attack Nock's patent, as he is by law debarred from the benefits above referred to. See section 18, of the act of 1836, which renders it impossible for the patent to be extended after it has once expired.)

Answer. I did make a lock according to a drawing and specification furnished me; and here is the lock, and the drawing and specification.

[The drawing and specification marked "L. F. C., No 1," and the lock marked "L. F. C., No. 2," are hereunto attached.—E. F. B., *Commissioner.*]

2d interrogatory. Are the internal parts of the lock made precisely according to the specification and drawing just referred to?

Answer. They are; only slightly smaller.

Cross-examination by T. G. Clayton, esq., counsel for the claimant.

1st cross interrogatory. Did you make the shackel of the lock referred to in your direct examination?

Answer. I did not. The shackel was furnished with the case.

2d cross-interrogatory. Did you make any alteration at all in the shackel furnished you?

Answer. I did.

202 3d cross-interrogatory. What was the alteration made by you?

Answer. I curved the end according to the drawing.

4th cross-interrogatory. In curving the end, as above stated, did you file off a part of the shackel?

Answer. I did.

5th cross-interrogatory. Please compare the lock just referred to with the lock now shown you, marked N. C. D., No. 2, and say whether there is any difference in the shackels. If so, what is it?

Answer. There is a difference; the end of the shackel of the lock marked N. C. D., No. 2, has a projection which is not in the one I made.

6th cross-interrogatory. Does the lock marked N. C. D., No. 2, in the con-

struction of the shackel, correspond with the drawing and specification furnished you?

Answer. It does not.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not.

L. F. CALLAN.

Sworn to and subscribed before me this 8th day of December, 1860.

EDM. F. BROWN, *Commissioner.*

(For diagrams see original.)

EXHIBIT L. F. C., No. 1.

Fig. 11 is a padlock, showing the manner in which I apply two or more of the lever tumblers aforesaid to act as a bolt for that kind of fastening. This figure shows the tumblers *c* in the position they assume when freely acted upon by the springs P, and the shackle, therefore, fast; and Fig. 12 shows the tumblers *c* correctly raised by the key and the shackle at liberty. If either tumbler were raised too much or two little, it is evident the shackle would be prevented from being withdrawn by the tumbler, and consequently it would remain locked, any inaccuracy in the action of the key on the tumblers having the same effect on the shackle as it is well known to have when the tumblers are applied to a bolt.

Fig. 13 is the key required for the two tumblers shown in the drawing.

(For diagrams see original.)

203 In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

XXI.—*Testimony of Nelson C. Driver, for the United States, taken before Edmund F. Brown, commissioner for the District of Columbia.*

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the 8th day of December, A. D. 1860, personally came Nelson C. Driver, the witness within named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner and then proposed by him to the witness; and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did attend, and did not object, except as herein stated.

[SEAL.] EDMUND F. BROWN,
Commissioner of the Court of Claims.

Fees of witness:

Attendance one day, at $1 50 per day..... $1 50

The deposition of Nelson C. Driver, taken at the request of J. D. McPherson, esq., deputy solicitor of the Court of Claims, before Edmund F. Brown, commissioner for the District of Columbia, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Joseph Nock *vs.* the United States.

First general interrogatory by the commissioner. Please to state your

name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is Nelson C. Driver; my occupation, a model maker; my age is thirty-one years; my residence the past year, Washington City; I have no interest, direct nor indirect, in the claim which is the subject of inquiry, and am in no degree related to the claimant.

First interrogatory by the deputy solicitor. Did you make a lock or put in the tumblers of a lock of which the case was furnished to you, according to the description contained in the papers now shown to you? If so, please produce the lock and hand it to the commissioner.

204 (Objected to, because it is not now competent for the government to attack the patent of Nock, for the reasons that the government has held in its possession the patent of Nock until its expiration without ever disputing its validity; and now that the patent has expired, it is out of Nock's power to correct his patent according to the patent laws, as therein provided for correction, first, by reissue when the patent is defective in not claiming what the patentee is entitled to; or to amend it by a disclaimer when the patent is too broad. (See section 5 of the act of 1836, and sections 5, 7, and 8 of the act of 1837.) For these reasons, it is not competent for the government now to attack Nock's patent, as he is by law debarred from the benefits above referred to. (See section 18 of the act of 1836, which renders it impossible for the patent to be extended after it has once expired.)

Answer. I did make a lock; that is, I put in the tumblers and springs and made a key for a case which was furnished to me according to these papers, and this is the lock.

[The papers, marked Exhibit "N. C. D., No. 1," and the lock, marked "Exhibit N. D. C., No. 2," are hereunto attached.—E. F. B., *Com'r.*]

2d interrogatory Is the lock which you have produced made strictly according to the specification and drawing marked "Exhibit N. D. C., No. 1," and without any other parts than are therein described or shown?

Answer. It is, with the exception of size; the lock is smaller than the drawings.

Cross-examination by T. G. Clayton, esq., counsel for the claimant.

1st cross-interrogatory. Will you please look at the lock marked "B, S. C. P.," now shown you, and the lock marked "N. C. D., No. 2," and say whether the tumblers in both are of the same *same* mechanical construction and operation?

(Objected to as irrelevant to anything inquired of on the direct examination. The witness, being a model maker, has testified that he made a lock according to a certain description, and has testified nothing as to the principal of that lock or any other lock.)

Answer. They are not of the same mechanical construction, but the operation amounts to the same.

2d cross-interrogatory. Do you mean, in your last answer, by the operation, that both locks lock and unlock?

Answer. Yes.

3d cross-interrogatory. Do you not think that the security of the lock is increased by multiplying the tumblers, thus rendering it more difficult to pick the lock?

Answer. I should think that it did.

4th cross-interrogatory. Could the tumblers be increased in the lock that

you have furnished the commissioner to five or more without greatly increasing the size and weight of the lock?

Answer. I should think they could.

205 5th cross-interrogatory. Do you think the lock marked "N. C. D., No. 2," could be picked by you easily or readily? and do you regard it as a safe lock?

Answer. I should think it could be picked very easily, and I should not regard it as a safe lock.

6th cross-interrogatory. Do you think you could pick the lock marked "B, S. C. P.," and do you regard it as a safe lock?

Answer. I do not think I could pick it easily; it might be done, but not easily; I should say that it was a safe lock.

7th cross-interrogatory. From whom did you receive the papers marked "N. C. D., No. 1?"

Answer. From Mr. A. B. Stoughton.

8th cross-interrogatory. Were you employed by him to make the tumblers?

Answer. I was.

Second general interrogatory by the commissioner. Do you know of any other matter relative to the claim in question? If you do, state it.

Answer. I do not.

N. C. DRIVER.

Sworn to and subscribed before me this 8th December, 1850.

EDMUND F. BROWN, *Commissioner.*

EXHIBIT N. C. D., No. 1.

Figure 11 is a padlock, showing the manner in which I apply two or more of the lever tumblers aforesaid to act as a bolt for that kind of fastening. This figure shows the tumblers *c* in the position they assume when freely acted upon by the springs P, and the shackle therefore fast; and Figure 12 shows the tumblers *c* correctly raised by the key and the shackle at liberty. If either tumbler were raised too much or too little, it is evident the shackle would be prevented from being withdrawn by the tumbler, and consequently it would remain locked, any inaccuracy in the action of the key on the tumblers having the same effect on the shackle as it is well known to have when the tumblers are applied to a bolt.

Figure 13 is the key required for the two tumblers shown in the drawing.

[Copy of public advertisement.]

XXII.—*Furnishing mail locks and keys.*

POST OFFICE DEPARTMENT, *March* 14, 1851.

It being desirable to substitute locks and keys of some other kind

206 for those now in use for the mail service of the United States, specimen locks and keys, with proposals to furnish the same, will be received and considered at the Post Office Department until the first day of July next. The different locks will be submitted to a commission for examination and report. Upon this report contracts will, as soon as practicable, be entered into for furnishing such locks and keys for four years, with the right on the part of the Postmaster General, for the time being, to extend and continue the contract in force for an additional term of four years, by giving to the contractor a written notice to that effect, not more than nine nor less than six months before the termination of the first term of four years.

With a view of procuring the best lock at the lowest price, no kind of lock is prescribed as a standard, the department relying for a selection on

the mechanical skill and ingenuity which a fair competition, now invited, may develop. It is, however, proper to state that a lock suitable for the mail service should possess the following qualities, viz: durability, uniformity, lightness, and strength.

For the purpose of displacing simultaneously all the mail locks and keys now in use, about thirty thousand new locks and twenty thousand keys adapted thereto, will be required to be furnished by the contractor within seven months after the contract shall have been entered into. Afterwards the annual supply will depend on the durability of the locks and keys adopted, as well as the increase of the mail service, but it will probably never exceed in amount three thousand of the former and one thousand of the latter.

No lock will be considered if it be like any already in general use; nor will any one with whom the contract may be made be allowed to make, sell, or furnish any lock or key similar to those contracted for, for any other purpose or use than that of the Post Office Department.

The kind of lock adopted must be patented, and the patentee will be required, on entering into contract, to make an assignment of his patent for the exclusive use and benefit of the department if the Postmaster General shall deem such requirement essential to the interests of the service. In case of the failure of the contractor, at any time, to fulfill faithfully the terms and conditions of his contract, the Postmaster General shall have the right, besides a resort to the penal remedy hereinafter mentioned, to annul said contract, and to contract anew with any other party or parties, as he may see fit, for furnishing similar locks and keys.

In deciding upon the proposals and specimens offered, the Postmaster General may deem it expedient to select for the through mails the lock of one bidder, and for the way mails that of another. He reserves, therefore, the right of contracting with different individuals for such different kinds of locks as he may select, and also the right to reject all the specimens and proposals, if he shall deem that course for the interest of the department.

The party or parties contracting will be required to give bond, with ample security, in the sum of thirty thousand dollars for a faithful performance of the contract. The contract is to contain provisions for the due and proper inspection of the locks and keys, and also for guarding against their
207 passing into improper hands, the terms of those provisions to be arranged between the department and the successful bidder, if a bid should be adopted.

No application will be considered if not accompanied with satisfactory evidence of the trustworthy character of the bidder and of his ability to fulfill the contract.

N. K. HALL, *Postmaster General.*

Names of persons who have deposited sample locks up to the 1st *of July,* 1851, *inclusive.*

Names of applicants.	Residence.	No. of samples.	No. of lots.	Remarks.
Dr. S. Andrews	Perth Amboy, N. J	46	1 & 2	
Joseph Nock	Philadelphia, Penn	18	3	
H. C. Jones	Newark, N. J.	10	4	
Howard & Davis	Boston, Mass	4	5	
A. D. Perry	Washington, D. C	5	6	
R. H Gallaher	Richmond, Va	2	7	
Judson Smith, agent	Fiskedale, Mass	1	8	
Wm. Hall & Co.	Boston, Mass	1	9	
L. H. Gibbs	Washington, D. C	1	10	
Arrowsmith & Jennings	New York City	6	11	
R. Kinsley	Springfield, Mass	1	12	
McGregor & Lee	Cincinnati, Ohio	4	13	
S. Starkweather & Co	New York City	2	14	
H. Hockstrasser	Philadelphia, Penn	5	15	
Dr. E Maynard	Washington, D C	1	16	
James Owner	Washington, D. C	4	17	
Josiah Ells	Pittsburg, Penn	2	18	
Thomas Slaight	Newark, N. J	2	19	
John Crome	Washington	2	20	
Speed & Bailey	Detroit, Mich	1	21	
F. Perpignon	Washington, D. C	1	22	
J. D Boteler	Washington, D. C	3	23	
No name		2	24	Proposals not received.
Linus Yale	Newport, N. Y	4	25	
McAleer & Stearns	Baltimore, Md.	1	26	
Franklin Johnson	Baltimore, Md.	3	27	
Baldwin & Hubbard	Middletown, Conn	2	28	
Benjamin Chambers	Washington, D. C	4	29	
Ambrose Foster	Elba, Wis	2	30	
Wm. Ball	Washington, D. C	3	31	
Robert Grant	New York City	1	32	
S. E & W. E. Woodbridge	Perth Amboy	1	33	
John W. Hodgson	Washington, D. C	1	34	
Daniel W. Messer	Boston, Mass			A drawing, but no model.
N. S. Blackman	Sidney, Maine	2	35	
R. W. Griswold	Bristol, Conn			No sample received.

208 *Proposals for mail locks.*

NEWARK, NEW JERSEY, *August* 13, 1851.

SIR: I herewith propose to manufacture, for the use of the Post Office Department, my patent double-jawed padlock on the following terms, viz:

For each lock, 70 cents.

For each key, 10 cents.

Very respectfully, yours,

H. C. JONES.

Hon. N. K. HALL, *Postmaster General, Washington, D. C.*

Copy of circular addressed to each one of the applicants who presented specimen locks under the advertisement dated September 14, 1851.

POST OFFICE DEPARTMENT, *August* 16, 1851.

SIR: One of the two locks selected by the committee as the best of the various specimens presented under the late advertisement of this department being precluded from adoption for the mail service by reason of the particular size and materials of the specimen and the high prices of the proposals accompanying it, and the other being deemed unsuited to the way mails, the Postmaster General desires to extend the benefit of another examination of specimens to all the applicants who presented samples at that time.

He therefore instructs me to notify all those applicants that they will be permitted to renew and modify their proposals, and to alter and improve their locks, respectively, as they may see fit, previous to the re-examination referred to; and for that purpose specimens with proposals for the same will be received from them at this department until 3 o'clock on Tuesday, 16th of September next.

A selection having already been made for the *through mails*, the lock to be now selected is intended for the *way mails*.

Pre-eminence of a lock, in point of adaptation to the mail service, however desirable, will not determine its adoption by the Postmaster General if any proof shall be wanting to establish to his complete satisfaction the full ability of the person presenting the same to carry out all the provisions of the contract.

The Postmaster General would prefer to contract with a person who is himself a manufacturer of locks, and who may already possess the facilities for the work to be undertaken; and if the lock selected as the best should be presented by one not prepared in this respect he would be required to exhibit with his proposals satisfactory evidence that he has made or can make adequate arrangements for the proper manufacture of the locks and keys and for the entire fulfillment of the contract.

209 Besides testimonials of character and ability the applicant will be required to furnish with his proposals certificates or letters from his intended sureties, signifying their intention to become responsible, in the sum of $30,000, for the due performance of his contract.

You are aware, I presume, that the lock selected must be patented, and, if the Postmaster General shall deem it requisite, the patent shall be transferred to the department for the whole unexpired term thereof, so that at the expiration of the contract, or in the event of an annulment of the same, the department may have the right to cause locks and keys, under that patent, to be made and furnished by others.

The attention of those interested is respectfully called to the inclosed extract from the report of the commissioners in respect to the materials and manufacture of the lock, as those suggestions are likely to be adopted by the Postmaster General.

Respectfully, your obedient servant,

WILLIAM H. DUNDAS, *Chief Clerk.*

Mr. J. D. BOTELER, *Washington, D. C.*

Names of persons who have deposited sample locks for re-examination up to the 16th of September, 1851, inclusive.

Name.	Residence.	No. of specimens.	No. of lots.	Remarks.
H. C. Jones	Newark, N. J.	5	1	
H. Hockstrasser	Philadelphia	8	2	
Joseph Nock	Philadelphia	5	3	
James Owner	Washington, D. C.	3	4	
Dr. S. Andrews	Perth Amboy, N. J.	3	5	
R. H. Gallagher	Richmond, Va.	2	6	
Thos. Slaight	Newark, N. J.	4	7	
Arrowsmith & Jennings	New York City	2	8	
L. Yale	Newport, N. Y.	3	9	
McGregor & Lee	Cincinnati	2	10	
Josiah Ells	Pittsburg, Penn.	1	11	
Wm. Hall & Co	Boston, Mass	1	12	
—— McAleer	Baltimore, Md.	1	13	
F. Perpignon	Washington, D. C.	1	14	
W. Ball	Washington, D. C.	1	15	
Woodbridge & Son	Perth Amboy, N. J.	1	------	
J. Crome	Washington	2	------	

POST OFFICE DEPARTMENT, *September*, 1851.

210 POST OFFICE DEPARTMENT, *September* 23, 1851.

Having duly considered the report of the commissioners appointed for the examination of the specimens offered under the advertisement for specimens and proposals for furnishing mail locks for the use of the department, it was some time since determined to adopt the brass lock offered by McGregor & Lee, of Cincinnati, for the through mails, and to invite further specimens and proposals for the lock for the way mails from those who had exhibited specimens under the former advertisement.

This further invitation was determined upon because none of the locks presented under the advertisement were deemed suitable for the service.

The further specimens thus invited having been examined by the commissioners they reported three locks as those deemed best suited to the service. Two (those of Hochstrasser and of Jones) they reported without suggesting any change from the specimens exhibited; and the other (that of Andrews) they suggested should be put in a different and stronger case, one of the specimens having failed in the trial of the locks on account of the weakness of the case. This report, and the different locks reported, were submitted to my assistants and chief clerks, and after consultation with them it was determined that the selection should be made from the locks reported by the commissioners without again throwing the matter open to competition.

On examining the locks reported, and the proposals for furnishing them, it was determined that in consequence of the high prices fixed by Andrews in his proposals, and the fact that his lock, like many others not reported by the commissioners, required a change to make it suited to our service, the question was simply whether the lock of Jones or that of Hochstrasser should be selected.

After consultation Jones's lock was selected, for the following, among other reasons:

First. Its size and shape were deemed preferable.

Secondly. Its workmanship was deemed slightly superior.

Thirdly. It was thought from the result of the practical test to which it was submitted that more time and skill would be required to pick it, as was the case upon the trial.

Fourthly. It was much lighter than Hochstrasser's, (the latter weighing about forty per cent. more than the former,) and this was deemed a decided advantage, especially in respect to those to be used on horse-back mails and way mails on railroads.

Fifthly. It was understood that Mr. Jones was a lockmaker of known and well established reputation and had works ready for immediate and extensive operations; and this was deemed an advantage, as securing an early supply of the locks required, and of locks and keys of the same size, proportion, and action in every respect.

Sixthly. The difference in price between eighteen cents for Jones's
211 lock and key and eighty-seven and a half cents for Hochstrasser's was also deemed a strong reason for selecting Mr. Jones's lock.

Jones's lock was therefore preferred, and a contract with McGregor & Lee for the through mail locks, and with H. C. Jones for the way mail locks, is therefore ordered.

N. K. HALL, *Postmaster General.*

In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

XXIII.—*Motion.*

The counsel for the petitioner in the above cause now move the court that application be made to the Postmaster General to cause to be transmitted to the clerk of this court "the two specimen locks marked '*Standard, H. C. Jones's patent,*' and deposited in the said department," and which are referred to in the language above quoted in the contract of Henry C. Jones, of Newark, New Jersey, with the United States, executed by the Postmaster General and said Jones, in the month of January, A. D. 1852.

Also a lock, marked "*N,*" deposited at the Post Office Department at the request of said department by T. G. Clayton, esq., being the same lock referred to in the letter of the department to said Clayton, dated September 13, 1856, and in said Clayton's letter to the Postmaster General, dated December 30, 1856, at which last date the said lock was deposited with the Post Office Department.

JOHN H. ROCKWELL, *of Counsel for Petitioner.*

POST OFFICE DEPARTMENT, *March* 8, 1860.

SIR: I have received your communication of the 5th instant inclosing an order of the Court of Claims in the case of Joseph Nock *vs.* the United States; and in compliance therewith I herewith transmit the two specimen mail locks lodged in this department and referred to in the contract of Henry C. Jones for furnishing mail locks, as being marked "*Standard, H. C. Jones's patent*;" also the mail lock, marked "*N,*" referred to in a letter from the Postmaster General to Mr. T. G. Clayton, attorney for Mr. Nock, dated 13th September, 1856, and reclaimed from the possession of the said Clayton, by whom it was surrendered to this office, accompanied with his letter to the Postmaster

General, dated 30th December, 1856, in which letter such lock was erroneously alleged, through some misinformation, to have been sold by the authority or sanction of this department.

212 I also transmit herewith one of the original specimen locks of Henry C. Jones, represented in his proposals accompanying the same, dated 13th August, 1851, as his "*patent double-jawed padlock*," which lock with said proposals was accepted by the Postmaster General, (Mr. Hall,) and was "subsequently improved for the mail service," as mentioned in the contract of said Jones and in the manner shown by the two standard locks herewith sent.

Respectfully, your obedient servant,

J. HOLT, *Postmaster General.*

To E. M. GARNETT, Esq., *Assistant Clerk Court of Claims.*

214 At a Court of Claims, holden at Washington, on the 4th day of April, A. D. 1864.

JOSEPH NOCK
vs.
THE UNITED STATES. } No. 37.—Oct. term, 1863.

And now, to wit, 4th of April, A. D. 1864, the court, upon due consideration of the premises, do order, adjudge, and decree that the said claimant take nothing by his suit, and that the said petition be dismissed.

215 In the Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES.

APRIL 4, 1864.

Loring, J., delivered the opinion of the court:

The record shows that Joseph Nock, the petitioner, took out letters patent for a trunk lock on the 10th of October, 1838, and on the 16th of January, 1839, letters patent for a new and useful improvement in padlocks and other locks; and in the specification of the latter patent he claimed to have invented a new and improved mode of constructing padlocks and locks of all other kinds, by which improvement they are secured against the danger of being picked or opened by means of a false key, and also against that of being opened by means of a blow given either by accident or design.

In March, 1837, Mr. Nock applied to the Postmaster General to be employed in manufacturing locks and keys for the mail service, The application was rejected in 1838, and again in 1839, when Mr. Nock submitted a schedule of prices for his locks and keys, signed by him, and dated at Washington, April 3, 1839. Upon this a memorandum was made by the Postmaster General of the prices he was then paying. On August 21, 1839, Mr. Hobbie, the First Assistant Postmaster General, instructed Mr. Johnson, a clerk in the department, who was charged with the duty relating to mail bags, locks, &c., that "as soon as Mr. Kendall returned a case is to be made and brought up for employing Joseph Nock, of Philadelphia, to make locks and keys at the present price;" and he recapitulates the prices specified by Mr. Kendall, and adds: "Mr Nock is told that he may commence making so as to get a supply of two hundred locks and three times as many keys by the 1st of October, if he can." The amount of this order at the prices stated, was three hundred and fifteen dollars.

On October 31, 1839, Mr. Nock wrote to the Postmaster General to know where he should deliver the locks and keys ordered, which he says "will be

ready in about three weeks." He also asked for a second order, and solicited an advance of $500 or $600. On the 9th November, 1839, he wrote again to Mr. Kendall, the Postmaster General, requesting an answer to his former letter, and on the 18th November, 1839, Mr. Kendall sent to Mr. Nock the following reply:

POST OFFICE DEPARTMENT, *November* 18, 1839.

SIR: You are authorized to make mail locks for the Post Office Department according to the patterns furnished by you, at the following prices, viz: the iron lock at one dollar each; keys for the iron lock at fifteen cents each; the brass lock at one dollar and thirty-five cents each; keys for the brass lock at twenty cents each.

216 Orders will be given for the quantities wanted from time to time, to be paid for on delivery at the department.

You will please fill the order already given with all convenient despatch.

Very respectfully, your obedient servant.

AMOS KENDALL, *Postmaster General.*

Mr. JOSEPH NOCK, *Philadelphia.*

The department then proposed to have alterations made in the old locks and keys, but the purpose was abandoned, and on December 6, 1839, Mr. Hobbie wrote to Mr. Nock as follows: "The department gives up the plan of having the small locks altered so as to fit the old key now in use. You will be governed by the engagement and directions contained in the letter of the 10th November last, and prepare new locks and keys as there required."

On the 31st day of December Mr. Nock delivered the locks and keys first ordered. They were received, as then was and had been the custom, without inspection, and paid for. The order for them requested their delivery by 1st October.

On the 15th January, 1850, the department (by Mr. Hobbie) ordered 1,050 iron mail locks, and 750 small keys of the same description and price as those already furnished, "to be forwarded to this office with all convenient despatch."

Immediately after this it was ascertained that the locks delivered December 31 were defective, as some could be unlocked by their keys only with much difficulty, and others not at all, and Mr. Hobbie wrote to Nr. Nock as follows:

POST OFFICE DEPARTMENT, *Contract Office, February* 26, 1840.

SIR: It is ascertained, on examining the mail locks furnished by you for the use of this department, that some of them are imperfect. In trying the key to eighteen of the iron locks, four of that number cannot be opened with the key designed for them. Great care should be taken that all the locks and keys manufactured for the use of the United States mail are perfect, as none other will be received.

Mr. JOSEPH NOCK, *Philadelphia.*

On the 7th of March, 1840, Mr. Nock, in consideration of being employed by the Postmaster General to make mail locks and keys for the United States, assigned to the United States all his rights under his patent of July 16, 1839, subject, however, to his right to make and sell locks and keys of that patent which could not be used upon or applied to the mail service, and providing that if the Postmaster General should cease to employ him at the prices aforesaid as the exclusive manufacturer of mail locks and keys, then the assignment should be void, and his rights assigned should revert to him.

On the 30th of April, 1840, Mr. Nock delivered 450 of the locks ordered

January 15, 1840, and also 50 brass locks, (p. 263,) and the price was paid on his order, to the cashier of the Bank of Washington, to whom it had been assigned. On the examination of the locks it was found they were defective, as the others had been. In July, 1840, the residue of the locks and keys ordered January 15, 1840, were delivered and paid for, and on examination these also were found defective, as the others had been. Of these defects the brief for the petitioner says: "Some of the keys that had been delivered under this and the first order did not fit the locks. This was the only complaint that was made against Mr. Nock's work. Upon being informed of it,
217 he explained their want of uniformity; that they had been made before he had prepared his machinery, gauges, and tools for making the keys, and took them to his factory and had them refitted.—(Brief, p. 3.)

Early in August, 1840, it was represented at the department that Mr. Nock's lock could be knocked or jarred open by a blow. The evidence as to this is in the depositions of H. Johnson, pp. 319, 320, 345; of H. L. Johnson, pp. 373, 374, 385, 386; of John Spencer, pp. 393, 394, for defendants; and the depositions of E. Lindsley, pp. 201, 202, 203, and of Leonidas Coyle, pp. 204 to 208, for claimants. The evidence of Mr. Nock on this subject is hereinafter stated. When informed of the alleged defect Mr. Nock said that "if the department wanted a lock that would not jar open they should have said so; that an extra spring inserted in his locks would fully subserve the purpose. He could insert it if they wished, but that the obligation of his contract was to make locks according to the model of his patent, which model had been decided on not by himself, but by the department, as an appropriate lock for the mail service."—(Amended petition, p. 3.)

Mr. Coleman then told Mr. Nock that he should decline to receive any more locks at present. Mr. Nock said he could remedy the defect by inserting a spring in the locks delivered. This was attempted, and, as Mr. Nock says, (p. 229,) with imperfect success. He then made a new lock with springs, as an improvement on the lock patented and contracted for. The model lock, made on this construction, was on examination approved of by Mr. Coleman, (p. 232.)

It is observable that the locks hitherto delivered were, as Mr. Nock admitted, defective, and the orders given to him had not been promptly fulfilled; while his statements made to the department, and his transactions with it, show that he was deficient in pecuniary means for the performance of his contract, (pp. 226, 227, 230, 231.) The department required of him security, and he gave a bond, with Mr. Easby as his security, in the penal sum of $10,000, which recited that "the Postmaster General of the United States has adopted the lock constructed upon the principle aforesaid for the use of the mail service within the United States;" and the condition of it was that Mr. Nock "shall well and faithfully manufacture locks upon the principle aforesaid, and keys adapted to the same," &c.; and "shall further make the said locks with good and sufficient springs," &c.; and "shall further faithfully and punctually deliver," &c., the locks and keys ordered, provided "the number so ordered does not exceed one thousand locks and two thousand keys per calendar month."

Mr. Nock says, p. 227: "On the 8th of August, 1840, I entered into a subcontract with John Spalding; the first week that he was at work Colonel Coleman came to my factory and looked over the whole place; he told me to go to the Postmaster General and inform him how many locks I could make per month; that he was going out of the city for three or four weeks, and that we should continue to work with diligence; but he left no written orders. I went accordingly to the Postmaster General, who told me he had nothing to do with the locks, which belonged to Coleman's department, and that I must work diligently until his return. But something had happened before his departure.

I had heard it reported that my locks could be opened, and from August fourth we have made an extra brass spring, which effectually remedied that fault." The locks made by Mr. Nock and Mr. Spalding in the interval between the alleged discovery that Mr. Nock's locks could be easily picked and opened with a blow, and the giving the bond, as above stated, were carried to the Washington Bank and left there as security for loan to Mr. Nock. After the bond was given by which the relations of the department and Mr. Nock were rearranged, these locks were taken from the bank and carried to the department and tendered there by Mr. Nock for acceptance, but on inspection these were found defective, and their bad quality is thus stated by Mr. Nock, p. 229 : "The next day the hammer was again tried, and most of the locks Spalding had made came open, being badly made ; I selected
218 some of mine, and some were found which could not be easily opened. Mr. Easby was present when Mr. Coleman showed me the defective work. I suspected how it would be, and had often told Spalding that his work was not as good as it should be, but he always said the locks were good enough for mail bags; he knew better than I. * * In brief, the locks were returned to the bank, where they yet remain."

Of these Mr. Nock says, p. 229 : "I think there were about twelve hundred;" and these apparently included all he had made from the 1st of August to the end of October, under the request of Mr. Coleman and the Postmaster General to work with diligence. (P. 228.)

Mr. Nock alleges that after the bond was given no orders for locks were given him; if this means written orders, it may be true, but is immaterial, for the department were not bound and had not contracted to give written orders, and Mr. Nock could no more require them as a means of raising money than he could advances in cash. But that the department employed him after the bond was given is quite certain, for on November 21, 1840, December 15, 1840, December 24, 1840, he was employed to repair locks, and paid for it; and on the 16th of January, 1841, he received an order for keys, the circumstances of which Mr. Nock thus states : "To keep hunger from my door Dr. Gunton and Mr. Easby obtained verbal orders from Mr. Coleman for as many keys as I could make. I made several hundred, and when they were delivered I received an order for a few hundred locks. My credit was not good enough to obtain more workmen, and those I had made only keys. So I made all the keys I could from the castings I had, amounting to about one thousand more, great and small, and delivered 1,100 to the department early in March. These were not received, and I took them back on the 7th of May. They were in a closet under my key, and I told Colonel Coleman that the money I should get for them would enable me to proceed with the locks, 500 or 600 of which were in progress."

This statement of Mr. Nock is, that on January 16, 1841, when he was paid for 500 small keys and 100 large keys, he received an order for locks, of which the 500 or 600 mentioned as partly finished were but a part.

The record shows that on the 2d February, 1841, he delivered ninety-five iron mail locks and twenty-five brass locks, and that on February 6, 1841, six hundred small keys, and the price was paid to the bank, and others to whom it had been assigned, by Mr. Nock and Mr. Spalding.

On the third of March, 1841, Mr. Nock and Mr. Spalding presented at the department and tendered for acceptance one hundred and sixty-three locks; of these, one hundred and forty were alleged to have been made by Mr. Spalding, and nineteen by Mr. Nock. Mr. Johnson declined to receive locks from any one but Mr. Nock, and what followed is thus described by Mr. Nock: " Mr. Spalding said they came from my factory, and that I would soon be there myself to take a receipt; soon after I came in, bringing twenty locks finished by myself, nineteen of which I delivered, and kept one that worked

too hard. These with the 144 made 163. I refused to make out the bill in my name until they had been examined before witnesses. I knew what would be the result, and had desired to prove them at the factory, which Mr. Spalding declined doing, having received orders from Mr. Easby to have nothing to do in the matter. Mr. Johnson examined Spalding's locks, and rejected twenty-four or more which could not be readily unlocked. They were certainly very defective, and I now believe the work had been slighted out of spite against me. He repaired the locks, and the second time seven were rejected in my presence. And I must candidly confess that I wonder more were not refused. * * Mr. Coleman sent for me, and asked whether the locks were made by Mr. Easby or me. I told him that they were made in my factory—144 by Spalding, and 19 by myself, and that it seemed strange that I was to have nothing to do with Mr. Spalding. He answered that I was the proper man, whom alone the department knew, and asked me whether
219 I could call that work which proved so slight and defective, or thought it fit to be seen by the Postmaster General and his successors. I told him what I thought of it. He told me to go and look at it, for it did me more discredit than was fit, for I had promised the last time that the next delivery should give satisfaction, and now, on the contrary, it was enough to disgrace a man."

This appears to have been the last action under the contract. It does not appear that Mr Nock made or tendered any more locks or received any further orders. And it was alleged at the department that the locks made with extra springs could not be unlocked with reasonable facility for mail locks. (United States evidence—p. 375, H. L. Johnson's deposition; p. 394, Spencer's deposition.)

On March 8, 1841, Mr. Nock wrote a letter to the Postmaster General, in which he stated that he had heard other parties would "renew their efforts to defeat the rights secured to me by that contract," and requesting notice might be given to him of such applications.—(Claimant's evidence, p. 77.)

On March 30 the bill due for the 163 locks above mentioned appears to have been made out for Mr. Nock, with a declaration attached to it that the settlement of the bill should not be considered a recognition of Mr. Nock's rights claimed under the contract.—(Claimant's evidence, p. 79)

May 6, 1841, Mr. Skinner, in a note to Mr. Nock, informed him that it appeared from "the face of the papers on file that Mr. Nock had been paid for all the locks furnished by him, except 163, and requested that any further demand he had might be stated in writing."—(Record, p. 80, claimant's evidence.)

In answer to this, May 21, 1841, Mr. Nock states as follows: "The account for 163 locks, of which you write, is not presented by me; it is for work done at my establishment, but not under my final supervision and approval. When I shall examine and approve them I will present an account for them." He also desires a reply to this question: "May I consider myself entitled to make such locks as the government may in future desire?" and he requests that if any action involving his interests is contemplated by the department, he may be heard in defence.

On June 9, 1841, Mr. Nock addressed to the Postmaster General a narrative of the events that make his case; and on the 14th of June, 1841, J. E. Dow, as the agent of Mr. Nock, addressed a letter to the Postmaster General, which begins as follows: "Sir: The bearer, Mr. Joseph Nock, has an unlimited contract with the Post Office Department to furnish mail locks and keys for the department, according to a patent lock furnished by said Nock. The contractor has fulfilled all orders regularly made upon him. * * * Mr. Nock has engaged to make a full brief of his case, which will soon be done. Mr. Nock asks that he may receive an order to make locks," &c.

On the 11th of December, 1841, Mr. Nock wrote to the Postmaster General a letter, in which he speaks of the great injustice done him by the department in withholding the obligations of their solemn contract from being fully executed; of the severe loss which he had sustained from the action of the department, and asks for a final and speedy decision of his case; and he adds: "I desire it on the ground that if you, sir, can deliberately disavow this contract, and shall undertake to annul it, I may at once appeal to the Congress of the United States for redress," &c., &c.

On December 20, 1841, the Postmaster General made this order: "I have examined the case of Mr. Nock, looked into the contract, seen the locks furnished tested, and am satisfied they are not good and in accordance with the contract. All that have been delivered have been paid for by Postmaster Kendall, about 2,000 in number, and are now in the department, useless and a loss to the government. I find that Postmaster General Kendall, who made made this contract with Mr. Nock, annulled or arrested it because of the defect in the lock, and refused to recognize the obligation of the department to receive the locks, if made, of the contractor, who had imposed upon the department worthless locks. I will not revive the contract or consent to pay for locks hereafter manufactured under it. The inspection office will cause to be made known to Mr. Nock this my final decision. "C. H. WICKLIFFE, *Postmaster General.*"

The inspection office executed the order by the following communication to Mr. Nock:

POST OFFICE DEPARTMENT, *Inspection Office, December* 21, 1841.

SIR: In reply to yours of the 11th instant, addressed to the Postmaster General, I am instructed by him to inform you that he will not recognize your alleged contract with this department, for the manufacture of locks, as binding upon him, nor will he consent to pay for or receive any lock which may be made under it.

Respectfully, your obedient servant,

J. S. SKINNER.

On the ninth day of August, A. D. 1845, H. H. Dent, on behalf of Mr. Nock, requested, in a letter addressed to the Postmaster General, that the patent assigned to the United States might be unconditionally reconveyed to him. The letter stated that a previous request had been made by Mr. Nock, and that certain conditions were required of him as precedent to the reconveyance.

On the 23d of August, 1845, the Postmaster General replies that the department having rescinded Mr. Nock's contract because of his violation of it, and having discontinued the use of his locks altogether, can have no use for the patent right; but as Mr. Nock has appealed to Congress for damages in consequence of the action of the department, it is thought advisable to let everything remain in the present position, unless Mr. Nock agrees that the surrender of the patent shall in no way prejudice the rights of the department.

On the 26th January, 1846, Mr. Nock, in a letter to the Postmaster General, renews the demand for an unconditional reconveyance of the assignment.

And on January 31, 1846, the Postmaster General replies "that the department has no claim whatever to the patent since the discontinuance of its use in the mail service, and you have been ever since entitled to its use, as well as the power to sell it, or do what you please with it, and there is no necessity of a reassignment."

The record shows, p. 221, that on the 6th of June, 1840, Mr. Nock, to secure the Washington Bank for loans made and to be made to enable him to carry on his contract with the United States, assigned his patent to William Gunton, the president of the bank, with power to sell and reimburse the bank for moneys not repaid.

On the 23d of September, 1851, the department contracted with Henry C. Jones to furnish the department with malleable iron padlocks constructed under letters patent issued to said Jones April 1, 1842, for eight years, and this contract was carried into effect. The petitioner alleges that the lock furnished by Jones, and used by the United States, was substantially Nock's lock. In answer to this, the United States allege that Nock's lock was known and used and described in a printed book in England long before the date of Nock's patent, and was patented by one Parsons, and that therefore Nock's patent of July, 1839, was void.

In 1852, '53, '54 arrangements were made for the formation of a company for the manufacture of the various locks made by Mr. Nock, in which his rights under his patents were to be assigned to the company for a hundred thousand dollars, payable to Mr. Nock in the stock of the company, and he was to be employed as superintendent of construction by the pro-
221 posed company. The enterprise failed, as the witness, William L. Haskins, states, because it was "predicated upon the idea that Mr. Nock possessed the power to convey to the company a good and sufficient title to his patents; and when we came to the points of the execution of the paper, the title appeared to be so involved that the parties thought they could not go safely into the operation."—(Claimant's ev., p. 167.)

Opinion.

On the writings referred to and the facts stated, Mr. Nock claims a contract to have been made with him by the United States by which the right was absolutely vested in him to the exclusion of all others, to manufacture his patent padlocks and keys for the Post Office Department for the duration of his patent, or until the whole mail service was supplied. And Mr. Nock claims of the United States for the unlawful annulment of this contract the sum of $22,179 15.

The original engagement of Mr. Nock was by Mr. Kendall's letter to him in reply to his proposals, and is as follows :

POST OFFICE DEPARTMENT, *November* 18, 1839.

SIR: You are authorized to make mail locks for the Post Office Department according to the patterns furnished by you at the following prices, viz : the iron locks at one dollar each; keys for the iron locks at fifteen cents each; the brass locks at one dollar thirty-five cents each; keys for the brass locks at twenty cents each.

Orders will be given for the quantities wanted from time to time, to be paid for on delivery at the department.

You will please fill the order already given with all convenient despatch.

Respectfully, your obedient servant,

A. KENDALL, *Postmaster General.*

Mr. JOSEPH NOCK, *Philadelphia.*

By this letter Mr. Nock was undoubtedly adopted as the exclusive manufacturer of his own locks and keys, and these were adopted for the mail service of the United States. But this bound the United States to nothing either as to quantities or time. As to the quantities, these are expressly declared to be thereafter determinable by the Postmaster General, and they are thus submitted to his control. As to the time, nothing is said about it,

and this leaves it in the Postmaster General's control; and that both parties so understood it is indicated by the provision in the assignment of the patent of 1839 by Mr. Nock to the United States, that if the Postmaster General should cease to employ the said Nock at the prices aforesaid, as the exclusive manufacturer of mail locks and keys for the United States, the assignment should be void, and the rights conveyed by it revert to Mr. Nock. This is Mr. Nock's own stipulation; it clearly contemplates the determination of the contract by the authority of the Postmaster General, and it indicates no restraint on his discretion in that particular. By the writings referred to the employment of Mr. Nock was a sole or exclusive agency constituted by the authority of the Postmaster General and determinable by it. And there is nothing in Mr. Nock's bond of October 28, 1840, nor in any writing or evidence in the case that establishes anything more. And the record shows Mr. Nock's predecessors were employed on the like terms.

If the contract was determinable by the Postmaster General at his discretion, his determination of it was not a breach of the contract by the United States, and gives no right of action to the petitioner.

And we think the contract was not determined without cause. It
222 is evident from Mr. Nock's statement that his locks were found defective, (petitioner's brief, p. 3; U. S. ev., pp. 227, 228, 229, 230, 232, 235, 236;) that he accomplished little, and that dilatorily, and that he had not the means for the proper and prompt performance of his contract.—(U. S. ev., pp. 226, 227, 231, 233, 237, 238.) Mr. Gunton, who acted in his affairs, says: "he had not the means and could not obtain any without a written order from the department," (p. 364, U. S. ev.;) and the department were under no more obligation to give him written orders to raise money upon, than to make him the advances in the cash he requested.

Mr. Nock claims of the United States as damages for the concealment of the breach of his contract, and their refusal to reassign his patent of 1839, three hundred thousand dollars. It has been already declared that there was no breach of the contract, and there was no concealment of anything in relation to it. The only evidence offered to show such concealment is the answer made by the department to an applicant to furnish locks, which was as follows:

"NOVEMBER 12, 1840.

"SIR: Your letter, with the three padlocks, has been received. This department declines at present putting any new mail locks in operation. The old mail locks will yet be continued in use."—(Claimant's ev., p. 70.)

This was written when the department was waiting the results of Mr. Nock's locks, made with springs, to remedy defects alleged, and when they had none but the old locks to use, and is simply a statement of their condition at the time.

As to the reassignment of the patent: It has been stated that Mr. Nock repeatedly applied to the Postmaster General for it, and that it was not made. But the Postmaster General had no authority to make the assignment, and Mr. Nock's application should have been to Congress. Besides, the instrument of assignment was *functus officio*, and by its terms all that is assigned reverted to and was revested in Mr. Nock on the determination of the contract, and of this Mr. Nock had the written evidence in the order of the department annulling the contract. He neither needed nor was entitled to more for his defence.

Mr. Nock claims as damages for the loss of his patent of 1838 for trunk locks $20,000, and his argument is that as the keys of his trunk locks would fit the mail locks, he was precluded from using his patent of 1838 by the provisions in his assignment of his patent of 1839 for padlocks. But that

assignment was Mr. Nock's own act, and not that of the United States, and whatever restrictions it imposed upon him were of his own making, and for the consideration in the bargain. But the assignment did not refer to the patent of 1838, nor to keys made for trunk locks, and it referred exclusively to locks and keys made under the patent of 1839 for padlocks, and in no way interfered with Mr. Nock's use of his patent of 1838.

Mr. Nock claims as damages two hundred thousand dollars for his failure to obtain an extension of his patent assigned to the United States, and his consequent loss of a profitable contract. There is no evidence in the case which connects the United States with such failure, and the refusal of Congress to grant a renewal of a patent is not a ground of action. It is observable that the witness who testifies to the loss of the contract states: "Those arrangements were predicated upon the idea that Mr. Nock possessed the power to convey to the company a good and sufficient title to his patents, and when we came to the points of the execution of the paper the title appeared to be so involved that the parties thought they could not safely go into the arrangement." There is nothing in the statement nor in the evidence that suggests that the encumbrance of the title referred to was the assignment to the United States, which had ceased to be of any legal effect, and of the nullity of which Mr. Nock had plenary evidence in his hands,
223 rather than the subsequent assignment of the patent to Mr. Gunton, which was then outstanding and in full force, and included the whole patent, with power to sell it.

Mr. Nock claims as damages for the infringement of his patent of 1839 by the United States, fifty thousand dollars. It is enough to say of this item that the claim sounds in tort, and this court has decided this term in the case of Charles Petcher *vs.* the United States, that this court has no jurisdiction of such a claim.

Mr. Nock claims to be paid as damages six hundred dollars for the refusal of the government to receive and pay for twelve hundred locks. It appears from Mr. Nock's statement that these locks were made after August 8, when he associated Mr. Spalding with himself in making locks, and made them with springs, and they had been deposited as security with the Bank of Washington for money loaned, and were taken thence and tendered to the department. Mr. Nock thus described the result: "The next day the hammer was again tried, and most of the locks Spalding had made came open, being badly made I selected some of mine, and some were found which could not be easily opened. Mr. Easby was present when Coleman showed me the defective work. I suspected before how it would be, and had often told Spalding that his work was not as good as it should be, but he always said the locks were good enough for mail bags; he knew better than I. * * * In brief, the locks were returned to the bank, where they yet remain." This statement of the petitioner's answers his claim.

Mr. Nock claims three thousand dollars for expenses incident to the prosecution of his claim. It cannot be allowed. He also claims interest on the value of his contract from the time of its violation. It was not violated.

Mr. Nock's petition is charged with allegations immaterial to the issues in the case, and which are referred to only to say that they are not supported by the evidence. He charges, among other things, that he was induced by request of the officers of the department to remove from Philadelphia to Washington, and to establish a factory, and to furnish it with water-power and machinery, to take a dwelling-house, &c., and incur expenses that involved him in ruin. There is no evidence of any such requests, and if there was, they would not be official acts for which the United States was responsible.

The decision of the court is that the defendants are entitled to judgment.

224 And now, to, wit, on the 28th day of June, A. D. 1864, and within ninety days after the rendition of judgment in this case, the claimant, by his counsel, filed in the office of the clerk of the Court of Claims the following notice of appeal:

In the United States Court of Claims.

JOSEPH NOCK
vs.
THE UNITED STATES. } No. 37.

Take notice that application is hereby made for an appeal to the United States Supreme Court, in the above-entitled cause, from the decision of this honorable court, rendered on the 4th of April, 1864, in accordance with section 5th of Chap. XCII of act of Congress approved March 3d, 1863.

JO. C. CLAYTON, *of Counsel for Nock, Appellant.*

Hon. JOHN D. MCPHERSON,
Ass't Solicitor Court of Claims.

Washington, D. C., June 28th, 1864.

225 In the Court of Claims.

CLERK'S OFFICE, *Washington, D. C.*

I, Sam'l H. Huntington, clerk of the Court of Claims, do hereby certify that the foregoing is a full, true, and correct transcript of the record of the proceedings, and of the decision of the court, of the documentary evidence and testimony of witnesses upon which the same is founded, on file in this office, in case No. 37 on the docket of the Court of Claims, wherein Joseph Nock is claimant against the United States.

In witness whereof, I have hereunto set my hand and affixed the seal of said court, at Washington, D. C., this 1st day of December, A. D. 1864.

[SEAL.] SAM'L H. HUNTINGTON,
Clerk of the Court of Claims.

Attest: JO. CASEY, *Ch. J.*

Filed December 27, 1864.